

MEMORANDUM OF UNDERSTANDING

between

CITY OF MOUNTAIN VIEW

and

LOCAL 521

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

Covering City Employees in the

SEIU Unit

July 1, 2017 – June 30, 2020

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This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and the Employer-Employee Relations Resolution of the City of Mountain View and is made by and between authorized representatives of the City of Mountain View (hereinafter referred to as "City"), and Service Employees International Union, AFL-CIO, Local 521 (hereinafter referred to as "Local 521").

ARTICLE 1 – RECOGNITION

1.1 Exclusive Representative

Pursuant to the provisions of the Employer-Employee Relations Resolution of the City of Mountain View and applicable State law, the City of Mountain View recognizes Service Employees International Union, AFL-CIO, Local 521 as the exclusive representative of all regular full-time and regular part-time employees in classes assigned to the City's SEIU Unit. Appendix A is the list of classifications in the SEIU Unit. Within this Memorandum of Understanding, the terms "employees," "workers," "members," and "bargaining unit" all refer to the employees represented by the SEIU bargaining unit as identified in Appendix A.

The City and the Union agree that this Memorandum of Understanding is intended to be the principal expression of the collective bargaining relationship.

1.2 Contracting Out

Upon request, the City will provide the Union with a list of all consultants, contract workers, and vendors who are contracted to perform services for the City. If contracting out bargaining unit work to outside contractors would result in layoff of bargaining unit employees, the elimination of a bargaining unit position or a permanent reduction in the hours worked by current bargaining unit employees, or if such contracting is the direct result of a layoff, the elimination of a bargaining unit position or a reduction in hours of current bargaining unit employees occurring within six (6) months prior to such contracting, then the City shall meet the following requirements:

- 1.2.1 The City will give the Union notice of at least sixty (60) days before the effective date of the outside contract.
- 1.2.2 Within such sixty (60) day period, the Union will have the opportunity to meet and confer on the impact of the contracting out on bargaining unit employees, and an opportunity to propose alternative ways in which such services could continue to be provided by the City workforce.

- 1.2.3 Separate and apart from the obligations imposed by this section, the City agrees to notify the Union of decisions not to permanently fill vacancies of bargaining unit positions and, at the Union's request, to meet with the Union to discuss the impacts, if any, of such decisions on current bargaining unit members.

Except as expressly limited by this paragraph, the City shall not be limited in its right to contract out bargaining unit work.

1.3 New Classifications

The City shall notify the Union, in writing, of the development of a new classification.

ARTICLE 2—NONDISCRIMINATION

2.1 Equal Protection

The City and Local 521 agree that the provisions of this Agreement shall be applied equally to employees covered herein without favor, discrimination, or harassment because of race, color, ancestry, national origin, religious creed, sex, age, physical or mental disability, marital status, sexual preference, medical condition, familial status, sexual orientation, or political opinion or affiliation, unless such factor shall be a bona fide occupational qualification for a position, or such action is required to comply with Federal or State law.

2.2 Free Exercise of Rights

The City and Local 521 further agree that employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing; or to refrain from participation, to the extent that such rights have not been mutually waived by this Agreement. Employees shall not be discriminated against because of their exercise or nonexercise of these rights.

2.3 Harassment Policy

2.3.1 Purpose

To establish a strong commitment to prohibit harassment in employment and to define discrimination harassment and to provide the most effective and timely procedure for investigating and resolving internal complaints of harassment.

2.3.2 Policy

Harassment of an applicant or employee by a supervisor, management, employee, or coworker on the basis of race, religion, color, national origin, ancestry, handicap, disability, medical condition, marital status, familial status, sex, sexual orientation, or age will not be tolerated. This City maintains a harassment policy in compliance with applicable laws that shall apply to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Disciplinary action up to and including termination will be instituted for behavior described in the definition of harassment set forth in the City's Administrative Instruction 3-12. The City will notify employees when the policy changes. The policy will be reviewed on an annual basis during the performance review process.

2.3.3 Complaint Procedure

Employees who believe there has been a violation of the Harassment Policy should immediately report such conduct following the complaint procedures outlined in the City's Administrative Instruction 3-12.

2.4 Americans with Disabilities Act of 1990

The City reserves the right to take all necessary actions to comply with the Americans with Disabilities Act and other State and Federal laws protecting disabled employees, including determining the need for defining and making available reasonable accommodations to disabled employees who are otherwise qualified to perform the essential job functions of their position. The City agrees to meet and confer with the Union to discuss any actions which impact wages, hours, and other terms and conditions of employment of any member of this bargaining unit.

The City and SEIU Local 521 agree that the provisions of this Agreement shall be applied equally to employees covered herein without favor or discrimination because of physical or mental disability, unless such favor shall be a bona fide occupational qualification for a position or such action is required to comply with Federal or State law.

ARTICLE 3 – CITY RIGHTS

3.1 Rights Retained

The parties agree the City retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to:

- (a) Determine the mission of the City;
- (b) Set standards of service;
- (c) Determine the procedures and standards of selection for employment and promotion;
- (d) Direct its employees, take disciplinary action for proper cause;
- (e) Relieve its employees from duty because of lack of work;
- (f) Maintain the efficiency of City operations;
- (g) Determine the methods, means, and personnel by which City operations are to be conducted;
- (h) Determine the content of job classifications; and
- (i) Take all necessary actions to carry out its mission in emergencies and exercise control and discretion over its organizations and the technology of performing its work.

3.2 Impact on Bargaining Unit

The exercise of such rights shall not preclude Local 521 from meeting and conferring with City representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

3.3 Emergency

Except in an emergency, City decisions shall not supersede the provisions of this Agreement. Emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm,

epidemic, riot, or earthquake or other conditions, including conditions resulting from war or imminent threat of war.

3.4 Duration of Emergency

Action taken by the City to meet such an emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

ARTICLE 4—SECURITY PROVISIONS

4.1 Agency Shop

4.1.1 Duty of Fair Representation

The Union has the duty to provide fair and nondiscriminatory representation to all workers covered by this Memorandum of Understanding, regardless of whether they are members of the Union.

4.1.2 Membership

Workers who pay Union membership dues are members of the Union. Only members have the right to attend Union meetings, elect stewards/officers, vote on Union-related matters, such as approving the Memorandum of Understanding, and participate in negotiations.

Workers who pay service fees at a rate otherwise specified by the Union are not members but are represented by the Union and do not have the right to attend Union meetings or elect stewards/officers, vote on Union-related matters, such as approving the Memorandum of Understanding, or participate in negotiations.

4.1.3 Implementation

Commencing May 13, 2001, all represented workers, as a condition of initial and continued employment, for the duration of this Agreement, unless rescinded in accordance with Government Code Section 3502.5(d), shall: (a) pay Union membership dues; (b) pay a service fee to the Union instead of Union membership dues; or (c) claim a conscientious objector exemption as a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations.

New Hires – When a person is hired in any job classification covered by the Union Memorandum of Understanding, the City shall inform the new hire that the City and the Union have an agency shop arrangement and include a packet provided by the Union in the hiring materials sent to the new hire. Enrollment forms need to be submitted five (5) working days after the first day of employment. If not returned within five (5) working days, the employee shall be deemed to have elected to pay a service fee. Deductions shall commence with the first payroll period that begins after the date of hire for each new hire.

Workers shall be free to become a member of the Union or to refrain from becoming a member of the Union. Workers who voluntarily become Union members shall maintain their membership in the Union and pay Union membership dues for the duration of the Memorandum of Understanding, provided, however, that workers may resign Union membership and become a service fee payer during the thirty (30) calendar days preceding the expiration of the current MOU term, by mailing a notice of withdrawal by United States certified mail to SEIU, Local 521, Attention: Work Site Organizer, 2302 Zanker Road, San Jose, California, 95131, and the City's Finance and Administrative Services Director, P.O. Box 7540, Mountain View, California, 94039, postmarked within the withdrawal period.

If an individual worker becomes delinquent in paying fees required under this section due to a clerical error or the fact that the worker was not paid by the City during the pay period, the City shall not be responsible for paying such fees. However, once the City has been notified of the error, the City will institute the deduction for the next pay period. In cases where a worker is not paid for a portion of the pay period and their salary is insufficient to cover part or all of the withholding of Union dues or service fees or their statutory obligations exceed the withholding of Union dues or service fees, there shall be no withholding. All legal, statutory, and required deductions shall have priority over fees.

On a quarterly basis, the City shall provide the Union with a list of the names, addresses, classifications, and membership status of all unit workers.

The Union shall indemnify and hold the City, its officers, and employees harmless from any and all claims of any nature whatsoever, and against any claim or suit instituted against or involving the City arising from the execution of the City's obligation contained in this article or from the use

of the moneys remitted to the Union, including the cost of defending against such actions or claims.

4.1.4 Dues Deductions

The City will deduct Union membership dues, agency fees, C.O.P.E. (Committee on Political Education) Fund checkoff, and any other mutually agreed-upon payroll deduction from the biweekly pay of the worker, effective with the first pay period the worker is employed, subject to the provisions contained in Section 4.1.3. The worker must authorize deduction of membership dues in writing on an enrollment card acceptable to the City and the Union. In cases where an enrollment card has not been returned as provided in Section 4.1.2, the mandatory service fee shall be deducted from the biweekly pay of the worker. The City shall remit the deducted dues and other fees to the Union as soon as reasonably feasible after the deduction.

4.1.5 Establishment of Service Fee

The Union shall demonstrate to the City that it has complied with applicable law by: (a) having disseminated to the bargaining unit adequate information about its expenditures for the preceding fiscal year, including information regarding its "chargeable" and "nonchargeable" activities in the prior fiscal year, broken down in adequate and reasonable detail between the chargeable and nonchargeable activities; (b) having established a full, fair, and prompt procedure whereby objecting nonmembers are able to challenge allegedly objectionable expenditures; and (c) informing the City when a challenge by an objecting nonmember has been resolved. The Union shall demonstrate its compliance with this section before implementation of agency shop provisions, and on an annual basis thereafter.

4.1.6 Conscientious Objector Exemption

Any worker occupying a position covered by this Memorandum of Understanding who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting a public employee organization will, upon presentation of a written declaration sent certified mail to the Union and the City of active membership, notarized by an official representative of such religion, body, or sect, be permitted to make a charitable contribution to one of the charities available through payroll deduction, equal to the service fee instead of paying Union dues or an agency fee to the Union.

The Union will review all applications for a conscientious objector exemption. The Union will have forty-five (45) days to challenge a conscientious objector exemption. If the Union challenges the claim, the Union shall so notify the City as soon as practically possible. Upon receipt of notice from the Union that it is challenging the conscientious objector exemption, the City will commence a service fee deduction for the next payroll period. In the event the Union agrees to the conscientious objector exemption, the Union shall provide the worker with written documentation that the disputed funds have been deposited to one of the charities available through payroll deduction.

Charitable contributions will be by regular payroll deduction only to charities available through payroll deduction per Administrative Instruction 3-21: Employee Giving Campaign or one of the nonreligious, non-labor charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Review of conscientious objector exemptions under this section shall not relieve an employee of his/her obligations to make contributions via payroll deductions to either the Union or one of the above-mentioned charities, effective the first date an employee is subject to the provisions of this agency shop Agreement.

4.1.7 Record of Financial Transactions

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to City and to the workers who are represented by the Union, within sixty (60) days after the end of the fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement certified as to accuracy by its president or treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor Management Disclosure Act of 1959 or required to file financial reports under Section 3546.5 may satisfy the financial reporting requirement of this section by providing the City with a copy of such financial reports.

4.1.8 Duration of Obligation

Agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the Union is the recognized bargaining representative, notwithstanding the expiration of any agreement between the City and the Union.

4.2 Reasonable Time Off to Meet and Confer

Local 521, as a recognized employee organization, may select not more than two (2) employee members of the organization to attend scheduled meetings during the term of this Agreement with the City Representative(s) on subjects within the scope of representation during regular work hours without loss of compensation. For contract negotiations, Local 521 may select not more than six (6) employee members to attend bargaining sessions. Where circumstances warrant, Human Resources may approve the attendance at such meetings of additional employee representatives without loss of compensation. Local 521 shall submit the names of the employee representatives to Human Resources in advance of such meetings. Any such meeting is subject to scheduling by the City in a manner consistent with operating needs and work schedules of the City.

4.3 Stewards

Local 521 may designate a reasonable number of employees to represent other employees in disciplinary or grievance matters and to investigate matters within the scope of representation. Local 521 shall provide written notice to the City of the designated stewards and shall notify the City of any changes to the list. Stewards shall conduct their representation activities on their own time and on the employee's own time unless it is an emergency situation which would still require approval from the appropriate supervisor, or manager, in order to leave the job site. Time off without loss of compensation shall be allowed for management-approved meetings. Unless authorized, only one (1) steward shall be released on work time to attend management-approved meetings for any one grievance, discipline, or representation matter. Release time for additional stewards shall require advanced authorization from the steward's supervisor.

4.4 Bulletin Boards

The City will furnish, for the exclusive use of Local 521, adequate bulletin board space at the following locations: City Hall, Police/Fire Administration, Community Center, Library, Senior Center, Municipal Operations Center (Building A), Center for the Performing Arts, Shoreline, Cuesta Park, Park Shop, Rengstorff Park, Sign Shop, and Wastewater Office. The board shall be used for the following subjects:

- (a) Information on Local 521 elections, reports, and notices.
- (b) Reports of official business of Local 521, including reports of committees or the governing boards thereof.

- (c) Scheduled membership benefits, programs, and promotions.
- (d) Any other written material pertaining to the official business of Local 521, the Santa Clara County Central Labor Council, and C.O.P.E.

4.5 Activities on City's Premises and Access

Membership meetings, organizing activities, membership campaigns, or dues collecting by Local 521 or their representatives on City premises or at work locations/sites during regular hours of work shall not be permitted. Representatives of Local 521 shall be granted reasonable access to employee work locations/sites to investigate matters relating to employer-employee relations, unless such access to given work locations/sites would constitute a safety hazard or would interfere with the operations of the City. Access to work locations/sites shall be regulated by the City so as not to constitute a safety hazard or to interfere with operations of the City. Representatives of Local 521 shall not enter a work location/site without first advising, in person, someone in the Department Head's or Human Resources office.

4.6 City Policy on Hourly/Temporary Employees

Hourly employees are defined as seasonal or temporary employees who work for a specified period of time (averaging on a yearly basis less than twenty (20) hours per week) and are not eligible to receive benefits. Hourly employees are hired to perform seasonal work, provide vacation and sick leave relief, and to complete short-term projects or special assignments. In some cases, hourly employees may work a regular ongoing schedule of less than twenty (20) hours per week.

Hourly employees may be used to fill vacant positions or to fill in for employees on extended absence with prior approval of the City Manager or Department Head or designee. In most cases, departments will not be allowed to hire hourly employees to fill positions that were not approved or authorized as part of the budget process.

Hourly employees who consistently work less than twenty (20) hours per week may work for a period of time exceeding one (1) year or one thousand (1,000) hours without prior approval from Human Resources. However, Department Head approval is required.

Departments using hourly employees who consistently work twenty (20) hours per week or more must receive written approval for continued employment from

Human Resources before the employee completes one (1) full year from date of employment, or one thousand (1,000) hours in a fiscal year.

At the beginning of each fiscal year, the City shall provide the Union with a list of each department's budgeted hours for hourly employees by classification. Upon request, the City shall provide additional reports to the Union, to a maximum of four (4) reports per fiscal year.

4.7 Personnel Files

Employees shall be noticed or given copies of all documents that are being placed in his/her official personnel file kept in Human Resources. With twenty-four (24) hours notice, employees are entitled to review their official personnel files or review with Union representation.

Documented oral counselings and written reprimands more than three (3) years old will not be referred to in later disciplinary action unless the present incident and the prior one involved harassment or violence.

On a case-by-case basis as part of a settlement of a disciplinary matter, the City may agree to a provision which allows for the purging of disciplinary actions from employee files based on certain agreed-to provisions. If a settlement is reached to purge a single document, that single document shall be purged from the personnel file within a period of up to five (5) years.

At the employee's request, written reprimands more than one (1) year old shall be removed from the employee's personnel file following issuance of the employee's performance evaluation that year.

4.8 Advance Notice

The Union shall be notified of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department. The Union shall be given the opportunity to meet and confer on the impact of such ordinance, rule, resolution, or regulation prior to its adoption by the City Council, board, or commission of the City or any department.

4.9 Union Packet/New Hires

The City shall provide each newly hired bargaining unit employee a packet of information provided by the Union. Local 521 will supply Human Resources with such packets for distribution to new employees.

ARTICLE 5 – SALARY

5.1 Salary

Salary – Year 1

Effective the first pay period ending in July 2017, the City shall increase the salary ranges/control points for classifications in the bargaining unit by a four percent (4.0%) cost-of-living adjustment (COLA). All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with the procedures established by the Assistant City Manager and Finance and Administrative Services Director or their designees.

Salary – Year 2

Effective the first pay period ending in July 2018, the City shall increase the salary ranges/control points for classifications in the bargaining unit by a four percent (4.0%) cost-of-living adjustment (COLA). All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with the procedures established by the Assistant City Manager and Finance and Administrative Services Director or their designees.

Salary – Year 3

Effective the first pay period ending in July 2019, the City shall increase the salary ranges/control points for classifications in the bargaining unit by a one percent (1.0%) cost-of-living adjustment (COLA). All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with the procedures established by the Assistant City Manager and Finance and Administrative Services Director or their designees.

Reopener – Year 3

Either party may reopen this MOU on the issue of salary and one-time leave hours for the 2019-20 fiscal year by giving written notice to the other party by 5:00 p.m. on March 1, 2019. In that event, the parties will meet and confer in good faith over the issue of salary and one-time leave hours, and any adjustments in Fiscal Year 2019-20 will be by mutual agreement.

5.2 Step Increases

The normal progression through the five salary steps is as follows:

Step 1	Start
Step 2	6 Months of Service
Step 3	1-1/2 Years of Service

Step 4	2-1/2 Years of Service
Step 5	3-1/2 Years of Service

Exceptions: Salary increases may not occur according to the above schedule if one of the following exceptions exists: (1) if work performance does not meet evaluation standards (goals and objectives for the employee's upcoming evaluation year shall be developed by the supervisor with input from the employee); (2) if a person is hired at Step 2 or above; (3) if a person is reclassified, promoted or demoted or other resulting disciplinary action; (4) if a person receives a midevaluation merit increase.

5.3 Bilingual Pay

Employees who meet the following criteria, as determined by Human Resources (hereafter "HR"), shall be entitled to receive One Hundred Dollars (\$100) per month (\$46.15 biweekly based on 26 pay periods in a year) beginning the first pay period ending in July 2006.

- (a) Successfully passing such language proficiency/fluency test as may be selected by HR, including such periodic retesting as HR determines may be appropriate;
- (b) Being assigned to a position that is designated as a bilingual assignment.
- (c) HR reserves the right to determine the number, timing, location, and duration of the assignments receiving the additional pay provided herein and which languages are needed. Any employee who is receiving Bilingual Pay may be asked to utilize his/her bilingual skills at any time while on duty in his/her own division/department or by supervisor in any other division/department. An employee who is not receiving Bilingual Pay will not be asked to use bilingual skills, except in isolated circumstances where no employee receiving such pay is available, in that limited situation an employee may be asked to utilize such skills.

Bilingual pay will not necessarily continue to be paid when an employee is transferred or promoted; the necessity for bilingual pay in the new position will be evaluated by HR.

Bilingual pay may be cancelled if the employee is no longer required to use the skills or offered in a rotation to other employees who have notified their department they are interested in testing for a bilingual assignment.

5.4 Equity Adjustments—Public Safety Dispatcher I/II and Lead Public Safety Dispatcher

Effective the first pay period ending July 2006, the City shall change the salary range for the classifications of Public Safety Dispatcher I/II and Lead Public Safety Dispatcher by seven and one-half percent (7.5%). Public Safety Dispatcher I will be changed from Grade 9 to Grade 12; Public Safety Dispatcher II from Grade 12 to Grade 15; and Lead Public Safety Dispatcher from Grade 15 to Grade 18.

All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with procedures established by Human Resources and the Finance and Administrative Services Director or their designees.

5.5 Equity Review

Equity Review—When equity surveys are conducted for SEIU classifications, the following cities will be used as benchmark agencies:

- Campbell
- Cupertino
- Los Altos
- Milpitas
- Palo Alto
- Redwood City
- San Leandro
- San Mateo
- Santa Clara
- Sunnyvale

The City and the Union may mutually agree to a different set of benchmark agencies for classifications for which the above set does not provide an adequate sample market.

For any survey conducted, the City and the Union will mutually agree on the specific survey methodology to be used for purposes of determining the market average.

Nothing in this article shall be interpreted as obligating the City to agree to any particular position relative to the market average or to a particular market placement of bargaining unit salaries in relation to that average.

ARTICLE 6 – INSURANCE BENEFITS

6.1 Maintain Benefits

To the extent that the following insurance programs continue to be available, the City will continue to provide the kinds and types of coverage currently offered. The following is a brief summary of the benefits. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations. If, during the term of this Agreement, a change in insurance plans, coverage, level, or type of benefits is necessary (including, for example, changes to deductibles and/or copayments) prior to the change being implemented, the City will provide notice to the Union and meet and confer with representatives of SEIU Local 521.

6.1.1 Health Benefits Committee

The City will form a joint committee with interested non-sworn labor groups to engage in a focused discussion on the maintenance of sustainable health benefits for active employees. SEIU will designate up to three representatives to participate in the committee. The goal of the committee is to identify and consider potential solutions to address the high cost of employee health benefits while ensuring both the sustainability of health benefits and that the benefits remain competitive with comparison agencies. The committee will meet on a mutually agreed upon schedule beginning February 2018 to understand factors driving health benefits costs, explore alternative approaches for health plans and discuss different approaches to control cost increases and/or reduce the cost of health benefits. The committee will also discuss methods to communicate with employees regarding research or findings during the course of the committee's work. The committee's findings will be used to inform a discussion of health benefits during the next negotiation process.

6.2 Medical Insurance

The employee shall pay that portion of the premiums which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department.

HMO Medical Plans – Effective August 1, 2002, the City shall pay the full single premium for any HMO plan offered by the City and selected by the employee. For dependent coverage in an HMO plan, the employee shall pay ten percent (10%) of the difference between the single coverage premium and the selected

dependent coverage premium (two-party or family) for regular full-time employees in accordance with the following schedule:

Plan	City Contribution	Employee Contribution
HMO	Single premium plus 90% of the additional cost for two-party or Family*	10% of the additional cost for two-party or Family*

Effective January 1, 2017, for single coverage in an HMO plan, the City shall pay ninety-eight percent (98%) of the average of the single HMO premiums for any HMO plan offered by the City and selected by the employee. For dependent coverage in an HMO plan, the employee shall pay twelve percent (12%) of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family) for regular full-time employees in accordance with the following schedule:

HMO	City Contribution	Employee Contribution
Single	98% of the average of the single HMO premiums*	2% of the average of the single HMO premiums*
Two-Party	Single premium plus 88% of the difference between the single premium and the two-party premium*	12% of the difference between the single premium and the two-party premium*
Family	Single premium plus 88% of the difference between the single premium and the family premium*	12% of the difference between the single premium and the family premium*

* Percentage contributions above are reflective of the formula described in the HMO paragraphs above. Regular part-time employees are required to pay 100 percent of the difference between the single coverage premium and the two-party or family premiums, whichever is applicable.

Non-HMO Medical Plans (PPO/POS)—Effective August 1, 2001, regular full-time employees selecting a non-HMO medical plan will pay ten percent (10%) of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family). In addition to the payment for dependent coverage, the employee will pay forty percent (40%) of the difference between the average of HMO premiums at all three levels (single, two-party, and family) and the non-HMO premiums at the same levels. Regular part-time employees will pay 100 percent of the difference between the single coverage

premium and the selected dependent coverage premium (two-party or family), in addition to forty percent (40%) of the difference between the average of the HMO premiums and the non-HMO premium at the single coverage premium.

POS Plan – Effective August 1, 2007, enrollment in this plan was frozen. No new enrollments are allowed into this plan. Employees currently enrolled in the Health Net POS plan who disenroll out of the plan will not be allowed to return to the plan. Effective August 1, 2007, the City's portion of the premium paid for the POS plan was capped at One Thousand Four Hundred Ninety-Seven Dollars and Seventy Cents (\$1,497.70) per month for existing active employees and future retirees. SEIU members who retired prior to August 1, 2007 are not affected by this change.

High-Deductible Health Plan (HDHP) – Effective August 1, 2012, the City will offer a HDHP in addition to HMO and PPO/POS plans.

The City shall pay the full single premium for the HDHP offered by the City and selected by the employee. For dependent coverage in a HDHP, the employee shall pay ten percent (10%) of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family) for regular full-time employees in accordance with the following schedule:

Plan	City Contribution	Employee Contribution
HDHP	Single premium plus 90% of the additional cost for two-party or Family*	10% of the additional cost for two-party or Family*

* Percentage contributions above are reflective of the formula described in the HDHP paragraph above. Regular part-time employees are required to pay 100 percent of the difference between the single premium and the two-party or family premiums, whichever is applicable.

For members who elect to participate in the HDHP, the following Health Savings Account (HSA) contribution schedule will apply. When an employee enrolls in a HDHP for the first time, the City will contribute the following amounts into the employee's HSA, in accordance with IRS regulations: one hundred percent (100%) of the plan deductible, one thousand five hundred dollars (\$1,500) for single and three thousand dollars \$3,000 for employee plus one or more dependents. During the second, subsequent enrollment year, the City will contribute the following amounts into the employee's HSA, in accordance with IRS regulations: fifty percent (50%) of the plan deductible, seven hundred fifty dollars (\$750) for single and one thousand five hundred (\$1,500) for employee

plus one or more dependents. If an employee leaves the HDHP before a second, subsequent enrollment year and later returns, the City will contribute fifty percent (50%) of the plan deductible into the employee's HSA for the return year. Employees may contribute additional funds into their HSA up to the IRS annual maximums. Since HSA contribution limits are determined on a calendar/tax-year basis, a mid-year enrollment in an HSA may be subject to a prorated HSA contribution limit including a prorated City HSA contribution. Contributions in excess of the IRS limit are subject to tax penalties. The combination of employee, employer, and third-party contributions may not exceed the annual IRS limits. The City may change the contribution to the HSA after the term of the MOU. The City will continue to offer HMO and PPO medical plans and members have no obligation to participate in the high-deductible health plan.

6.3 Dental Insurance

Effective September 1, 2004, the City shall pay the full premium for the dental plan offered by the City. For dependent coverage, the City shall pay eighty-eight percent (88%) of the difference between the single-coverage premium and the selected dependent-coverage premium (two-party or family) for regular full-time and part-time employees. The employee shall pay that portion of the premium which is his/her responsibility through payroll deductions in accordance with procedures established by Human Resources and Finance and Administrative Services Department.

6.4 Life Insurance

The City shall pay the premium for all regular employees for life insurance coverage equal to five (5) times the employee's annual salary or Fifty Thousand Dollars (\$50,000), at the employee's option. Included in this insurance is Accidental Death and Dismemberment (AD&D) coverage.

6.5 Short-Term Disability Insurance

The City shall pay the premium for all regular employees for nonwork-related disability insurance coverage that provides for income protection up to sixty-six and two-thirds percent (66-2/3%) of monthly salary following the thirty (30) day elimination period which begins on date of illness or injury. The thirty (30) day elimination period plan change shall be effective August 1, 2012.

6.6 Employee Assistance Program

The City shall pay the premium for all regular employees for an Employee Assistance Program designed to provide up to five (5) free counseling visits each year. Participation shall be voluntary.

6.7 Vision Care Insurance

Effective September 1, 2004, for those regular employees who select medical plans that do not have vision coverage, the City shall make available vision care coverage for employees and dependents. The plan shall provide for a comprehensive examination and one pair of lenses and a standard frame (or contact lenses in lieu of lenses and frames) in any consecutive twelve (12) months. The City shall pay the cost of such coverage.

6.8 Retirees' Health

6.8.1 Defined Benefit Plan

- (a) During the term of this Agreement, the City shall maintain individual health benefits for individuals who have already retired from the City, and for individuals who retire and meet the vesting qualifications.

The City-paid benefit contribution percentage (%) in effect at the time of retirement shall not change once an employee has retired from the City.

- (b) Employees hired before September 1, 1989, qualify for retiree health benefits upon five (5) continuous years of service if they retire from City employment. Employees hired on or after September 1, 1989 qualify for retiree health benefits upon fifteen (15) continuous years of service if they retire from City employment.
- (c) Employees hired prior to July 1, 2007

Maintenance Classifications

For Maintenance classification employees hired prior to July 1, 2007 (listed in Appendix A) who meet the vesting requirement in (b) above and retire from the City, the employer shall pay 100 percent of the single coverage premium of the plan selected by the employee.

Clerical/Technical Classifications

For Clerical/Technical classification employees hired prior to July 1, 2007 (listed in Appendix A) who meet the vesting requirement in (b) above and retire from the City, the employer shall pay 100 percent of the single coverage premium of any HMO plan selected by the retiree and 85 percent of the single coverage premium of any PPO plan selected by the retiree.

(d) All Classifications hired on or after July 1, 2007

Employees hired on or after July 1, 2007 qualify for retirees' health benefits upon fifteen (15) years of continuous service if they retire from City employment. The City will pay a maximum of eighty-five percent (85%) of the single coverage premium of any HMO medical plan offered by the City at the time of retirement. The balance of the cost for the plan selected by the retiree will be fully paid by the retiree.

(e) Details of the Defined Benefit Plan

All retirees may elect to cover their dependents but shall be responsible for paying the difference between the full dependent premium and the single coverage premium.

An employee who changes positions within the City is not considered a new employee and will receive the same retirees' health benefits as an existing employee in the new employee group.

6.8.2 Defined Contribution Plan Option

- (a) Employees hired on or after July 1, 2010 will make an election of either a Defined Contribution Plan (DC) or a Defined Benefit Plan (DB) for retirees' health plan benefits within ten (10) working days of the date of hire. An employee hired on or after July 1, 2010 who does not make an initial election within ten (10) working days shall be enrolled in the DC Plan. After completion of one year of service, an employee will have another opportunity to make an irrevocable election of either the DC or DB Plan. The Chapter Chair will be copied on letters to members informing them of their one year of employment and final decision on retirees' health plan. This letter to employees shall be sent out at least two weeks prior to an employee's one-year anniversary. Employees must make an election within ten

(10) working days of his/her anniversary date. If an election is not made within this period of time, the employee's initial election at date of hire will remain status quo.

For those changing from a DC to DB Plan, the funds contributed by the employer will revert back to the City.

For those changing from a DB to DC Plan, employer contributions will be made from the date of hire of the employee without the additional one percent (1%) interest applied.

(b) Details of the Defined Contribution Plan

- International City Managers Association-Retirement Corporation (ICMA-RC) or comparable Retirement Health Savings (RHS) Account model in accordance with the IRS. No minimum period of service is required for participation.
- Employer contributions for those employees hired on or after July 1, 2010, for Fiscal Year 2010-11 as follows:

0 to 5 years:	\$212.24/month
6 to 10 years:	\$265.30/month
10+ years:	\$318.36/month

Effective the first pay period ending in July 2017, employer contributions, for existing employees enrolled in the Defined Contribution Plan and for those employees hired on or after July 1, 2017, will be increased for Fiscal Year 2017-18 as follows:

0 to 5 years:	\$289.01/month
6 to 10 years:	\$373.77/month
10+ years:	\$458.52/month

An employee would ascend to the next level tier after the completion of the fifth year and the completion of the tenth year of service.

- Indexing Contributions: Fiscal Year 2010-11 contributions above will be indexed at a two percent (2%) fixed rate annually. Effective the first pay period ending in July 2018, contributions will be indexed at a three percent (3%) fixed rate

annually. Indexed contributions for the term of this contract are as follows:

Employee Year	FY 2017-18	FY 2018-19	FY 2019-20
0-5 Years	\$289.01/Mo.	\$297.68/Mo.	\$306.61/Mo.
6-10 Years	\$373.77/Mo.	\$384.98/Mo.	\$396.53/Mo.
10+ Years	\$458.52/Mo.	\$472.28/Mo.	\$486.45/Mo.

- Vesting of Employer Contributions: 100 percent after five years of continuous service with the City.
- Eligibility to Use Funds: Employees are eligible to use funds upon separation of services (or retirement). Funds will remain in trust in the employee's name.
- Disposition of Employer Portion of Forfeited Unvested and Vested Funds (these are funds that have been deposited in the RHS Plan or accrued to the probationary employee):
Unvested Funds: 75 percent employer; 25 percent employee allocation equally to SEIU participating employees who currently are receiving employer contributions as of June 30. These unvested funds that are returned to the City shall be deposited into the Retirees' Health Plan funding. Vested Funds: All funds will be returned to the employer. Employer will deposit these funds in the Retirees' Health Fund.
- Yearly Report on Forfeited Funds: Annually, in September, the City will report to members and the union on the disbursement of forfeited funds. Members will receive a document showing how much has been added to their account and Union leadership will receive a report on where funds returned to the City have been deposited into the Retirees' Health Fund to reduce this liability.
- The first year employer contributions held in an account to be paid to the DC Plan. After the employee has made his/her election after the one-year anniversary to continue in the DC Plan, the first year contributions shall be transferred to the RHS Plan the first pay period beginning after the election is made. Interest on the funds prior to transfer will be credited

at a fixed rate of one percent (1%) per annum on the monthly balance.

In the event the employee's probationary period is extended beyond one (1) year, the funds will be held until final determination of the employment status of the employee. These employees will continue to receive the same benefits status while under extended probation, as if he/she were on regular probation. This is applicable to employer contribution rates and any interest amounts.

Employees who elect the DC plan for retirees' health benefits are not eligible to enroll in the City's health plans upon retirement.

6.9 Section 125 – Flexible Benefit Plan

The following Qualified Benefits are available to SEIU unit members under the City's Flexible Benefit Plan: pretax premium deductions, Health Care Reimbursement, and Dependent Care Reimbursement. The maximum allowed annual contribution to the health care reimbursement account is Two Thousand Five Hundred Dollars (\$2,500) and the maximum to the dependent care reimbursement account is Five Thousand Dollars (\$5,000).

The City will contribute One Hundred Fifty Dollars (\$150) to each member's FSA account per calendar year. This contribution will be made at the beginning of the calendar year as determined by payroll. New employees will receive the One Hundred Fifty Dollars (\$150) payment at the time of hire. Employee and employer plan year FSA contributions shall not exceed IRS allowable limits.

Effective the first pay period ending in July 2017, the City will discontinue the City's one hundred and fifty dollars (\$150) annual contribution to each employee's medical FSA in exchange for providing the enhanced dental benefit.

6.10 Management/Professional Development Funds

Professional Development Funds are reimbursed up to Eight Hundred Dollars (\$800) annually for employees in Professional classifications.

This reimbursement program shall be administered by the Human Resources Division, in accordance with Administrative Instruction 3-02.

6.11 Voluntary Retirement Health Savings Account (RHSA)

City to provide RHSA for pretax leave cash-out at time of retirement in accordance with IRS regulations of such plans.

ARTICLE 7—RETIREMENT

7.1 CalPERS Retirement System and Employee Contribution

Pension Contribution for Represented SEIU Members on the 2.7 percent at 55 (2.7@55) Pension Formula

The City changed the California Public Employees Retirement System (CalPERS) retirement benefits from the two percent at age fifty-five (2% @ 55) formula to the two and seven-tenths percent at age fifty-five (2.7% @ 55) formula effective July 1, 2007. The employee's CalPERS deduction increased from seven percent (7%) to eight percent (8%) upon implementation of the new retirement formula and shall be paid by the employee pursuant to 414(h)(2) IRS provision.

Pension Contribution for Represented SEIU Members on the 2.0 percent at 62 (2.0@62) Pension Formula

This section establishes the pension contribution for represented SEIU members on the 2.0@62 pension formula. This formula was established by the Public Employee Pension Reform Act of 2013 (PEPRA). It went into effect January 1, 2013 and imposed a new pension formula and minimum employee contribution for represented members hired on or after January 1, 2013 who met criteria established in the legislation. In accordance with PEPRA, represented members on this formula must pay at least 50 percent of normal cost of their pension.

7.2 Employee Cost-Sharing Agreement

Pension Contribution for Represented SEIU Members on the 2.7 percent at 55 (2.7@55) Pension Formula

Employees will contribute three and one-half percent (3.5%) cost share for the CalPERS benefit.

To the extent permitted by IRS regulations, including 414(h)(2), the withheld amount will be before tax and excluded from taxable income.

Both the City and the Union understand that the cost-sharing agreement is subject to meet-and-confer at the end of this contract.

7.2.1 Cost Sharing Trigger

The amount of the cost share payroll deduction will continue to be 3.25 percent of salary for Fiscal Year 2012-13 and will increase by 0.25 percent to 3.5 percent of salary beginning in the first pay period that ends in July 2013. The 3.5 percent cost share will continue on an ongoing basis, unless the CalPERS employer rate decreases below 21.053 percent, the rate in effect for FY 2012-13.

In years in which the CalPERS employer rate is below 21.053 percent, the cost share will temporarily decrease by 0.25 percent for each full 0.50 percent the CalPERS employer rate decreases below 21.053 percent (changes in the CalPERS employer rate will not be rounded). After decreasing below 21.053 percent, if the CalPERS employer rate increases again, the cost share will increase by 0.25 percent for each full 0.50 percent increase in the employer rate. The maximum cost share decrease will be 0.75 percent, with the 2.75 percent cost share continuing on an ongoing basis. The cost share is in addition to the employee-paid CalPERS member contribution of 8.0 percent.

Pension Contribution for Represented SEIU Members on the 2.0 percent at 62 (2.0@62) Pension Formula

In an effort to help contain pension costs, represented members on the 2.0@62 pension formula agree to a 4.25 percent of salary cost share. These cost shares will be in addition to the employee-paid CalPERS member contribution of 50 percent of normal cost. The combined employee contribution will not exceed 10.50 percent or 50 percent of normal cost, whichever is greater.

The total represented SEIU member pension contributions for the period of July 2017 – June 2020 are provided below.

	Employee Contribution		
	Employee Normal Contribution	Employee Share of Employer Contribution	Total Paid by Employee
2.7 @ 55	8.0%	3.50%	11.50%
2.0 @ 62	6.25*	4.25%	10.50%**

* Under PEPRA, employees on the 2.0@62 pension formula are required to pay at least half the normal cost of their pension. For FY 17-18 the total normal cost is 12.50 percent.

** This is the maximum employee contribution. If the normal cost for the 2.0@62 formula increases beyond 12.5 percent, requiring the employee to pay more than 6.25 percent to contribute half the normal cost, the amount of the employee-paid employer contribution (cost share) will decrease proportionately so that the total employee contribution will terminate at 10.50%. For example, if in FY 2017-18 half the normal cost is 7.25 percent, the cost share amount would be 3.25 percent to reach a total employee contribution of 10.50 percent. If at any time half the normal cost decreases such that the total employee contribution, if the prior cost share were continued, would drop below 10.50 percent, then the cost share amount will increase proportionately to a maximum of 10.50 percent. If 50 percent of the normal cost exceeds 10.5 percent, the employee will be required to pay 50 percent of normal cost.

CalPERS Contract Amendment to Allow Cost Share be Credited to Member Account

As soon as practicable, the City will conduct an election in accordance with CalPERS rules for all employees covered under the miscellaneous CalPERS contract for pension benefits to determine employee willingness to amend the CalPERS contract in order to allow some or the entire cost share to be credited to the member account rather than the employer account. Prior to the election, the parties will meet to determine the credits to the member accounts for both PEPRA and Classic members.

7.3 Service Credit

Upon prior approval of the City Council and the City Manager, a represented member shall be eligible for an additional two (2) years of service credit under PERS, provided that the member is eligible and willing to retire during a window period designated by the City Council.

7.4 Social Security Replacement Benefit (SSRB)

In January 1971, following a vote of all affected employees, the City withdrew from participation in Social Security. As part of the savings that resulted from the City's withdrawal from Social Security, currently all SEIU employees accrue \$10.79 per pay period (prorated for regular part-time employees), which is paid annually.

Effective the first pay period ending in July 2013, SEIU employees have agreed to reduce, on an ongoing basis, the SSRB benefit to \$5.7692 per pay period (prorated for regular part-time employees), which is paid annually.

Effective the first pay period ending in July 2015, SEIU employees have agreed to modify SSRB payments based upon the number of employees in each pension formula and the total cost to the City of the payments. The City and SEIU intend that these modifications will be cost-neutral to the City based on a cost of \$22,150 in FY 2014-15. The annual SSRB payment for employees on the 2.0@62 retirement formula will be \$425. The annual payment for employees on the 2.7@55 retirement formula will be based upon the number of SEIU PEPRA employees during pay period 25. Employees on the 2.7@55 retirement formula are eligible for up to \$120 annually, however, the annual payment will be reduced over time as additional employees are hired into the 2.0@62 formula in accordance with the chart below. The parties agree that once the SEIU PEPRA employee population reaches 46 employees, Classic employees' SSRB payment will be reduced to \$0 on an ongoing basis and the parties will meet and confer on reducing the SSRB payment to PEPRA employees in order to avoid incurring new City costs.

SEIU PEPRA EMPLOYEE POPULATION (in pay period 25)	CLASSIC SEIU EMPLOYEE SSRB PAYMENT
0 to 15	\$120
16 to 20	\$105
21 to 25	\$95
26 to 30	\$80
31 to 35	\$70
36 to 40	\$50
41 to 45	\$35
46 and greater	\$0

SSRB payments will be paid annually to all employees employed during pay period 25; payments will not be made to employees who separate from employment over the course of the year. SSRB benefits will continue to be paid on a pro-rated basis to regular part-time employees.

ARTICLE 8—SICK LEAVE AND PERSONAL LEAVE

8.1 Sick Leave

8.1.1 Accrual

Sick leave credit shall accrue at the rate of eight (8) hours for each month (3.68 hours each pay period) of service in paid status. Regular part-time employees shall accrue sick leave on a prorated basis based on their allocated position. There shall be no limit to the amount of sick leave accrual.

8.1.2 Purpose

Sick leave has two basic purposes. It preserves an employee's income during periods of illness or injury, thereby providing a measure of financial security. It protects the health of the employee and coworkers. The City regards sick leave as a form of insurance provided to each employee. Unlike vacation leave, a right in which the employee has a vested interest and can take with him/her upon termination, sick leave is a privilege which should be conserved and used only in time of need (except when cashed out under the provisions of this MOU). Sick leave shall be granted only for actual illness or injury to the employee, or for injury or illness in the immediate family (as defined in Article 9—Bereavement). In the event of death of other relatives, sick leave may be granted by Human Resources. Sick leave may also be granted under the Family Leave Act of 1993.

8.1.3 Appointments

Sick leave may be used for medical and dental appointments; however, every effort should be made to schedule these appointments during lunch or at the beginning or the end of the shift to minimize the amount of time away from the job. Prescheduled medical and dental appointments (24-hour notice) will not negatively impact the employee's participation in the sick leave incentive program if charged to vacation, comp time, or personal leave.

8.1.4 Usage/Misuse

Except in bona fide emergencies, sick leave shall be granted only if the employee notifies or leaves a message for his/her immediate supervisor or Department Head as soon as possible on the day the employee will be

absent (but no later than fifteen (15) minutes before the start of the shift) and again at the beginning of his/her returning shift. For Public Safety Dispatchers and Lead Public Safety Dispatchers, as soon as possible shall mean no later than four (4) hours before the start of the shift.

The Department Head, manager, or supervisor shall be responsible for ensuring that only bona fide sick leave is taken, consistent with the standards established in this Article. At the discretion of the Department Head, manager, or supervisor at the end of three (3) consecutive days of illness, a medical verification or a personal affidavit shall be required to verify illness. If the Department Head, manager, or supervisor has reason to suspect abuse of sick leave, he/she may notify the employee in writing that he/she must submit medical verification for illnesses of less than three (3) days. This requirement shall be prospective, shall not exceed 90 calendar days, and shall be in addition to any other action as may be appropriate, including, but not limited to, disciplinary action. The submission of medical verification may be required in other individual cases, regardless of the length of the absence, where substantial evidence exists that sick leave has been misused and a prior warning has been given to the employee regarding the abuse of sick leave.

8.1.5 Incentive Program

The sick leave incentive program is intended to discourage unnecessary use of sick leave by rewarding employees who do not use sick leave in a given time period. For each payroll calendar quarter, under the City program, all members who do not use sick leave (e.g., January through March) shall be allowed to convert four (4) hours of sick leave into vacation and will receive four (4) additional hours of vacation (prorated for regular part-time employees). For prescheduled medical and/or dental appointments (requiring 24-hour notice) vacation, comp time, or personal leave may be utilized in order for the employee's sick leave incentive program not to be adversely affected.

On an annual basis, an employee may opt out of the conversion from sick leave to vacation by submitting a request in writing to Payroll by the deadline for the submission of payroll changes (Monday after pay day) to be effective the following pay period. Once the employee has opted out, it will be for the remainder of the payroll calendar year. Employees must resubmit a request in writing to Payroll to opt out each year for the remainder of each payroll calendar year.

8.1.6 Payment for Unused Sick Leave

Upon layoff, regular retirement through PERS or a disability retirement as determined by appropriate medical authority, payment shall be made to the employee for unused sick leave (to a maximum of a percentage of 960 hours) for years of continuous service as a probationary and regular employee according to the following schedule:

0 but less than 10 years of service	-	No Pay
10 but less than 15 years of service	-	20%
15 but less than 20 years of service	-	35%
20 but less than 25 years of service	-	55%
25+ years of service	-	80%

8.2 Personal Leave

- (a) Each employee shall be allowed to convert twenty (20) hours (prorated for regular part-time employees) of accumulated sick leave annually to personal leave. Personal leave may be used for any personal purpose, to include supplementing holiday time off for members on alternative work schedules.
- (b) The sick leave balance will be reduced upon use of the personal leave; however, this usage will not affect the sick leave incentive program. Personal leave shall not accumulate from year to year, and must be taken in the payroll calendar year.
- (c) Personal leave shall be granted with approval of the employee's immediate supervisor or Department Head. If at all possible, requests for personal leave shall be made prior to the day the employee will be absent or shall be made in accordance with departmental policies for requesting time off.
- (d) Regular part-time employees shall earn personal leave on a prorated basis. For example, half-time employees shall receive ten (10) hours per year of personal leave.

ARTICLE 9 – BEREAVEMENT LEAVE

9.1 Benefit Defined

An employee may use up to three days (24 hours) if required to be absent from duty due to the death of a member of the employee's immediate family. An employee may use one (1) additional day if attending a funeral out of the State of

California or beyond a three hundred (300) mile (each way) radius from the City of Mountain View. Additional time off may be authorized by Human Resources or the Department Head or designee, and charged to accrued vacation, sick leave, or treated as leave without pay.

For employees assigned to the Public Safety Communications Center and assigned to a shift schedule, employees will receive paid bereavement leave of three (3) consecutive shifts. If the employee is traveling over three hundred (300) miles one way, they will be granted one (1) additional shift as bereavement leave. "Consecutive shifts" is defined as three scheduled work shifts in a row, which may be interrupted by regularly scheduled days off. If the employee's shifts are of varying lengths, then bereavement leave will be paid for the length of the regularly scheduled consecutive shifts.

9.2 Immediate Family

The "immediate family" shall be defined as: wife, husband, father, mother, sister, brother, stepfather, stepmother, stepsister, stepbrother, children, stepchildren, mother-in-law, father-in-law, grandparents, grandchildren, or registered domestic partner.

ARTICLE 10 – VACATION AND LEAVES OF ABSENCE

10.1 Vacation Accrual

Represented employees shall accrue vacation based upon the following years-of-service formula. For clarification purposes, the term days used in this Article refers to eight (8) hour workdays. Years of service will be measured by the number of full years of service attained on the anniversary of the date upon which the employee was initially hired as a regular employee with the City.

Years of Service	Rate Per Year
0 through 5 years	12 days
6 through 9 years	17 days
10 through 15 years	22 days
16+ years	23 days*

* Effective June 24, 2012, SEIU bargaining unit members with 16 years or more of service shall accrue vacation one additional day per year to a maximum of 23 days. Accrual rates for employees who have 16+ years of service as of June 23, 2012 will be frozen at their current accrual rate (e.g., 24 or 25 days). Accrual rates are prorated for regular part-time employees.

Effective the first pay period after January 1, 2012, the maximum accrual balance of vacation is as follows:

Beginning of the first year through the fifth year	-	220 hours
Beginning of the sixth year through the ninth year	-	290 hours
Beginning of the tenth year through the fifteenth year	-	370 hours
Beginning of the sixteenth year	-	440 hours

Effective the last pay period ending in Fiscal Year 2012, the maximum accrual balance of vacation is as follows:

Beginning of the first year through the fifth year	-	200 hours
Beginning of the sixth year through the ninth year	-	260 hours
Beginning of the tenth year through the fifteenth year	-	330 hours
Beginning of the sixteenth year	-	400 hours

Automatic Cap: Once vacation reaches the allowed maximum, or for vacation balances in excess of these caps on the effective dates above, the employee will not be allowed to accrue vacation until the balance is reduced below the cap.

10.2 Regular Part-Time

For regular part-time employees, vacation accrual rates, vacation caps, as noted above, and sick leave incentive awards shall be computed on a pro rata basis based on their budgeted position.

10.3 New Hires

Employees are eligible to take vacation after six (6) months of City employment. All employees are encouraged to take periodic vacations.

10.4 Vacation Requests

As a guideline, for every day being requested for vacation, the employee will give a minimum one (1) day notice to his/her supervisor (e.g., if an employee is requesting a two (2) week vacation, he/she gives a minimum two (2) week notice). Exceptions shall be approved on a case-by-case basis by the immediate supervisor. Scheduling of vacation leave shall be determined by the Department Head with regard for the wishes of the employee and the needs of the service.

10.5 Vacation Cash-Out

Effective July 2017, employees are eligible to file an irrevocable election, in December of each year, to cash-out up to eighty (80) hours of vacation accrued in the payroll calendar year following the cash-out election. For those employees electing to cash-out over forty (40) hours of vacation, the employee must have a minimum balance of eighty (80) hours of accrued vacation, as of the last full pay period in the payroll calendar year of the cash-out election, and must have taken a minimum of forty (40) hours of vacation in the full payroll calendar year of the cash-out election. If the employee does not meet the provisions for minimum vacation balance and vacation taken, the employee will only be allowed to cash-out a maximum of forty (40) hours. The cash-out shall occur yearly on a date, no earlier than pay period 22 but no later than December 31, as specified by Payroll. If the employee's vacation balance at the time of the cash-out is less than the hours elected, Payroll will cash-out the employee's remaining balance. Regular part-time employees shall be allowed to cash-out vacation leave on a prorated basis based on their allocated position.

As part of the transition to the new vacation cash-out provision above, employees will be permitted to make an additional election during the December 2017 election period. In December 2017, employees may make an additional election to cash out up to eighty (80) hours of vacation leave, which will be paid out in January 2018.

Vacation cash-out shall be administered in accordance with procedures set forth by the Finance and Administrative Services Department and IRS regulations, including exceptions for hardship. Employees have the option of receiving cash

or depositing vacation cash-out directly into their deferred compensation account, in accordance with IRS regulations.

10.6 Leave of Absence/Reinstatement

10.6.1 Granting Leave

Human Resources may grant a leave of absence without pay for a period not to exceed one (1) year to an employee having permanent status whenever such leave is considered to be in the best interest of the service. Such leave shall be requested in writing by the employee, and requires written approval of the Department Head and Human Resources. If the Department Head or Human Resources needs to meet with the employee requesting such leave, the City shall permit the employee the opportunity to have a Steward present at the meeting.

10.6.2 Absence with Reinstatement

- (a) An employee may request up to a one (1) year, noncompensated leave at least thirty (30) days in advance. (Emergency requests will also be considered.)
- (b) Once approved, the Department may fill the vacant position created by the leave with a new employee.
- (c) An employee wishing to return to his/her original position at the end of his/her leave must notify the Department Head of his/her intentions at least thirty (30) days prior to the expiration of his/her leave.
- (d) If an employee does not notify his/her department of his/her interest to return within thirty (30) days prior to the expiration of the leave, this lack of notification may be considered equivalent to a resignation.
- (e) An employee remains eligible for reinstatement for one (1) year after the expiration of his/her leave. If there are no vacancies during the one (1) year period, the employee would lose reinstatement rights.
- (f) The returning employee would be eligible to resume employment in the next available vacant position of the classification they were employed in.

- (g) A reinstated employee will return with full job rights and seniority with accruals continuing from the date of original employment. Benefits and accruals would be foregone during the period of leave. The returning employee would not serve a new probationary period.
- (h) The program is to be limited to a maximum of one (1) year with no more than four (4) bargaining unit employees Citywide being on leave simultaneously.
- (i) An employee must have been employed with the City a minimum of five (5) years and must be in good standing to qualify.
- (j) All requests and approvals must be in writing and are at the discretion of the Department Head and Human Resources. Human Resources will be responsible for overall administration.

10.7 Military Leave

- (a) **With Pay:** Military leave with pay shall be granted in accordance with provisions of the State and Federal law. All employees entitled to military leave shall give the Department Head an opportunity, within limits of military regulations, to determine when such a leave shall be taken.
- (b) **Without Pay:** Employees who volunteer for active duty with the armed forces of the United States during a period of declared national emergency, or who are ordered to active duty at any time in the organized Reserve, National Guard, or through the Selective Service System, shall be granted a Leave of Absence for the period of military service required of them. Upon entry or reentry into the military service and upon completion of said military service, all such employees shall be entitled to all the rights provided by State law as it now exists, or may hereafter be amended, provided that upon completion of the period of military service the employee shall pass a medical examination administered by a physician selected by the City prior to reinstatement.

10.8 Jury Leave

Employees summoned to court from work duties as potential jurors, jurors, or subpoenaed to appear as witnesses in cases other than those in which the employee as an individual is a litigant or called as a witness for a nonwork-related suit, shall receive their regular base salary, less all jury fees received excluding mileage.

Travel time shall not be included in the total number of hours needed to complete the employee's shift and employees are not eligible for overtime due to time spent in the jury selection process or jury empanelment.

Each employee shall notify his/her immediate supervisor as soon as possible upon receiving notice of jury duty or witness summons so that shift coverage plans may be made in advance. Unless extenuating circumstances dictate otherwise, these plans shall not be changed.

Employees assigned to "telephone standby" during their assigned shift shall report to work and communicate with his/her supervisor the status of jury duty.

10.8.1 Jury Selection Process and Jury Empanelment
(For employees assigned to regular shifts)

Employees assigned to a Monday through Friday day shift which includes all employees regularly assigned to work any shift scheduled to begin between 0600 hours (6:00 a.m.) and 1559 hours (3:59 p.m.) shall be subject to the following for both the jury selection process and jury empanelment:

- a. If the employee spends less time than would otherwise be spent on their shift (e.g., 8, 10, 12 hours) in either the selection or jury empanelment processes and are released, they must report to work and complete their time, minus the time spent in the selection process or jury empanelment. The employee will receive their regular base salary for the time spent in court and substantiated by a certificate of appearance. The employee shall remit to the City any amount received from the court, excluding mileage. If the payment is waived, the employee shall submit a waiver from the court.
- b. If the employee elects to utilize time from their vacation/CTO banks to cover the remainder of their time for their shift, then they shall receive their regular salary for the hours spent in court and pay to the City the amount received (if any) from the court, excluding mileage or remit proof of waiving the court payment.

10.8.2 Jury Selection Process
(For employees assigned to a swing, night, or other alternate shifts)

Employees assigned to a shift regularly scheduled to start between the hours of 1600 hours (4:00 p.m.) and 1759 hours (5:59 p.m.), or to other

alternate shifts, which are required to appear for jury selection process shall be subject to the following:

- a. For purposes of providing employees adequate rest before appearing for jury selection, employees shall be allowed to adjust their shift to accommodate a ten (10) hour rest period on the evening before they are required to physically appear in court for jury selection.
- b. If the employee spends less time than would otherwise be spent on their shift (e.g., 8, 10, 12 hours) in the selection process and are released, the employee shall report to work for their next scheduled shift. Hours spent in the selection process will be deducted from either the beginning or the end of the next shift, decided by mutual agreement between the employee and their supervisor. The employee will receive their regular base salary for any time substantiated by a certificate of appearance and shall remit to the City the amount received (if any) from the court, excluding mileage. If court payment is waived, the employee shall submit proof of waiving the court payment.
- c. If the employee elects to utilize time from their vacation/CTO banks to cover the remainder of their time for their shift, then they shall receive their regular salary for the hours spent in court and pay to the City the amount received (if any) from the court, excluding mileage or remit proof of waiving the court payment

10.8.3 Jury Empanelment

(For employees assigned to a swing, night, or other alternate shifts)

Employees assigned to a shift regularly scheduled to start between the hours of 1600 hours (4:00 p.m.) and 0559 hours (5:59 a.m.) or to other alternate shifts, which are selected to serve on a jury, shall be subject to the following:

- a. Employees shall be temporarily assigned to a day shift of 0800 hours (8:00 a.m.) to 1700 hours (5:00 p.m.), Monday through Friday. This temporary schedule change shall only apply to employees who are selected to serve on a jury, not those who are called to jury selection.
- b. The temporary schedule change shall begin on the first day of the workweek following jury empanelment. Until the temporary shift

change takes effect, the provisions applicable to jury selection for employees on swing, night, or alternate shifts shall apply.

- c. Once an employee is temporarily assigned to a dayshift of 0800 hours (8:00 a.m.) to 1700 hours (5:00 p.m.), Monday through Friday, the provisions applicable to jury duty for employees on regular Monday through Friday day shifts shall apply.
- d. Upon completion of jury duty, the employee will resume their normal work schedule on the first day of the workweek following release from jury duty.
- e. Employees returning from empanelment, and are assigned to the Police Communications Center, shall be assigned hours consistent with needed shift coverage, providing they are given a ten (10) hour rest period, work no more than six (6) days in a row, and work a total number of hours not to exceed forty (40) consistent with the employee's regular assigned work week.

10.9 Time Off to Vote

The City will allow employees reasonable time off to vote, where the employee's schedule makes voting before or after work a burden.

10.10 One-Time Leave Hours

One-Time Hours - Year 1

Effective June 18, 2017, SEIU employees who are City employees on July 1, 2017, will receive a one-time contribution of 21 hours of leave time (prorated for regular part-time employees). This leave must be used by pay period 2, 2018, or it will be cashed out with the pay period 2 payroll. The one-time leave hours will be tracked separately from all other accrued leave balances.

One-Time Hours - Year 2

Effective the first pay period ending in July 2018, SEIU employees who are City employees on July 1, 2018, will receive a one-time contribution of 21 hours of leave time (prorated for regular part-time employees). This leave must be used by pay period 2, 2019, or it will be cashed out with the pay period 2 payroll. The one-time leave hours will be tracked separately from all other accrued leave balances.

One-Time Hours – Year 3

Effective the first pay period ending in July 2019, SEIU employees who are City employees on July 1, 2019, will receive a one-time contribution of 21 hours of leave time (prorated for regular part-time employees). This leave must be used by pay period 2, 2020, or it will be cashed out with the pay period 2 payroll. The one-time leave hours will be tracked separately from all other accrued leave balances.

Reopener – Year 3

Either party may reopen this MOU on the issue of salary and one-time leave hours for the 2019-20 fiscal year by giving written notice to the other party by 5:00 p.m. on March 1, 2019. In that event, the parties will meet and confer in good faith over the issue of salary and one-time leave hours, and any adjustments in Fiscal Year 2019-20 will be by mutual agreement.

ARTICLE 11 – HOLIDAYS

11.1 Scheduled

The City shall observe eleven (11) scheduled paid holidays each calendar year. The scheduled paid holidays that will be official City holidays for the term of this Agreement shall be as follows:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Day After Christmas (or before, depending when Christmas falls)

In addition, each represented employee shall receive eight (8) hours as a floating holiday, prorated for regular part-time employees. Such floating holiday shall not accumulate from one payroll calendar year to another. The scheduling of such floating holiday shall be subject to approval of an employee's immediate supervisor and/or department manager. Requests for scheduling of such floating holiday shall be made at least twenty-four (24) hours in advance (with the exception of Public Safety Dispatchers, who shall follow existing procedures for requesting time off).

Holidays shall be administered in accordance with the provisions of the Personnel Rules and Regulations and the Administrative Policies of the City.

11.1.1 Potential Holiday Closure

The City may close some offices to the public between December 24 and January 1 in each year of the term of the MOU. The City will notify employees and the bargaining unit by July 1 each year if a holiday closure will occur and which City functions and employees will be affected. It is anticipated that some functions will not be closed in order to provide essential service to the public.

In the event the employee's function is closed, employees requesting to work over the holiday closure period will inform and work with their supervisor to develop a list of projects and tasks to be completed during the closure period by the second Friday in November each year. An employee's request to work during the closure period shall not be unreasonably denied.

If an employee is requesting time off during the holiday closure, but has been recently hired by the City or returning from an authorized medical leave and has exhausted all leave balances prior to or during the holiday closure, the City may authorize the employee to use vacation leave that will be accrued in subsequent payroll periods to ensure the employee remains on paid status during the holiday closure. Such requests will need to be approved by the Department Head and given to the Human Resources Manager by December 1.

11.2 Holiday In Lieu – Public Safety Dispatchers

Employees in the classifications of Public Safety Dispatcher I/II, Public Safety Dispatcher III, and Lead Public Safety Dispatcher will receive five and one half percent (5.50%) holiday in-lieu pay effective June 21, 2015.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.1 Hours of Work

The following provisions are intended to define the normal hours of work for all full-time regular employees, except as defined in Section 12.6, Part-Time Position Work Schedules.

12.2 Workday

The normal workday shall be eight (8) hours of work in a twenty-four (24) consecutive hour period, unless an alternative work schedule (for example, 9/80s) has been approved by management. Employees are expected to be at their assigned workstation, ready to begin work, at the beginning of their assigned shift and to notify their supervisor as early as possible, but no later than fifteen (15) minutes before the beginning of their shift, if they expect to be absent or tardy on any given day.

12.3 Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without four (4) working days prior notice to the employee. Neither call-out nor overtime constitute a change in the work shift. Employees shall have at least ten (10) hours rest between all shifts.

12.4 Workweek

The normal workweek shall be five (5) workdays and two (2) consecutive days of rest in a seven (7) consecutive day period (excluding Public Safety Dispatchers and Lead Public Safety Dispatchers), except in cases of emergencies, or at the specific request of an employee and approval of the City Manager or Department Head.

To address changing operational needs, the City may temporarily change work schedules. The City will provide a One Hundred Dollar (\$100) weekly stipend to employees (excluding Public Safety Dispatchers and Lead Public Safety Dispatchers) whose shift is changed to finish after 9:00 p.m. or begin between 9:00 p.m. and 6:00 a.m. The stipend will be provided when the schedule change impacts three or more workdays in a workweek (for employees working a five day workweek) or two or more workdays (for employees working a four day workweek).

12.5 Alternate Work Schedules

The City Manager may authorize work schedules based on the operating needs of the departments outside of the normal work schedule. Prior to implementing or modifying a work schedule in accordance with this provision, the City will give notice to Local 521 and, upon request, provide an opportunity to meet. The parties will discuss implementation or modification either as an item of the Employee/Management Committee or as a separate meet-and-confer issue. This

section shall not affect individual flexible work schedules or the procedures covering such schedules, as set forth in City Administrative Policy.

12.6 Regular Part-Time Position Work Schedules

Regular part-time employees in a half-time position (20 hours per week or 1,040 hours per year) shall be scheduled to work a minimum of sixteen (16) hours per pay period. Part-time employees in a three-quarter-time position (30 hours per week or 1,560 hours per year) shall be scheduled to work a minimum of twenty-four (24) hours per pay period.

12.7 Meal Period

All employees shall be entitled to an uninterrupted, unpaid meal period of a minimum of thirty (30) minutes and a maximum of sixty (60) minutes at or about the midpoint of their work day. The length of the meal period and the time the meal period is taken shall be determined by the City. Employees are entirely relieved of responsibilities and restrictions during their meal period, unless they are assigned, in writing, to work an on-duty meal period, which will be treated as paid time.

12.8 Rest Periods

- (a) Employees shall be provided rest periods at the rate of fifteen (15) minutes for each four (4) hours worked. Rest breaks shall be considered paid work time.
- (b) **Rest Periods Between Work Days:** Regardless of the situation, employees will be given a ten (10) hour rest period between work days. If the rest period includes time that the employee would normally be scheduled to work, that time will be paid by the City as straight time.
- (c) **Continuous Emergency Work:** If an employee is requested, due to an emergency condition (to be defined by the Department Head), to work beyond the employee's normal work shift, the employee will be compensated at one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of the normal work shift. If an employee is required to return to work more than fifteen (15) hours in a twenty-four (24) hour period (for the purposes of this section, fifteen (15) hours is inclusive of breaks and lunch), the employee will be provided a ten (10) hour rest period before being required to return to work. If that ten (10) hour rest period includes time that the employee would normally be scheduled to work, that time will be paid by the City at straight time. However, an employee will

return to work to complete his/her normal work day if there is time remaining after the ten (10) hour rest period is completed. If less than two (2) hours remain, the employee can elect to use comp time or vacation leave for that time.

In instances when employees are working on the call-back incident and the assignment extends beyond fifteen (15) hours in a twenty-four (24) hour period of time and into a normally scheduled shift, the employee is eligible to receive overtime (additional one-half (1/2) time over their normal rate during their normally scheduled shift) until the employee is relieved from work.

For example, an employee works his normal shift from 6:00 a.m. to 3:30 p.m. and is called for an emergency starting at 10:00 p.m. The employee responds in and works at the incident until 10:00 a.m. when the employee is relieved by other workers who started their normal work day and were not called in. The employee's normal work shift started at 6:00 a.m. The employee is eligible for overtime (additional one-half (1/2) time) until they are relieved for a rest period.

If the employee works his normal schedule of 6:00 a.m. to 3:30 p.m. and is called back to respond to an incident at 3:00 a.m., they receive overtime from 3:00 a.m. until their shift begins at 6:00 a.m. The employee receives straight time for the shift starting at 6:00 a.m.

12.9 Emergency Assignments

Nothing herein shall be constructed to limit or restrict the authority of the City to make temporary assignments to different or additional locations, shifts, or duties for the purpose of meeting an emergency. "Emergency" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, including conditions resulting from war or imminent threat of war. Such emergency assignments shall not extend beyond the period of said emergency.

12.10 Overtime

12.10.1 Payment

All nonexempt employees who are eligible for overtime shall receive overtime pay computed at one and one-half times their regular rate for

all hours authorized by the City and worked by the employee in excess of forty (40) hours worked in a workweek.

For the purposes of computing overtime, paid time off shall be treated as hours worked. Overtime hours shall be paid to the nearest fifteen (15) minutes of time worked.

Overtime shall be authorized in writing by the employee's Department Head or his/her designee prior to being compensated. An employee not specifically exempt from the provisions of the Fair Labor Standards Act shall not begin work more than fifteen (15) minutes before his/her established schedule begins nor work longer than fifteen (15) minutes after it ends, unless specifically authorized by the appropriate supervisor.

12.10.2 Compensatory Time

Nonexempt employees eligible for overtime pay may, at the employee's discretion, elect to receive compensatory time off (CTO) at time and one-half (1-1/2) in lieu of overtime pay, except as provided below.

- (a) Effective January 14, 2007, an employee may accrue and have a maximum current credit of one hundred and twenty (120) hours of CTO, and may use up to one hundred and twenty (120) hours of CTO per calendar year.

Any employee shall receive overtime pay and shall not have the option of receiving CTO if the overtime work is performed in other than the employee's home account unless preapproved by management.

Any request to use CTO in excess of said maximums may be granted by the City or, at the City's discretion, will be paid as though the employee had originally selected pay rather than CTO.

- (b) Communications Center: Effective July 1, 2011, Public Safety Dispatchers and Lead Public Safety Dispatchers may accrue and have a maximum current credit of eighty (80) hours of CTO and may use CTO with no limit, subject to departmental rules and regulations.

- (c) Employees who accrue CTO may use CTO, subject to departmental rules and regulations. CTO is subject to management approval and may be denied due to operational and scheduling constraints.
- (d) In December, an employee may file an irrevocable election to cash-out up to forty (40) hours CTO. The City shall pay the employee on or before March of the following year.
- (e) The parties recognize the potential tax risk associated with employees' discretion to earn either cash or compensatory time off for overtime worked. The City will procure a tax opinion from a reputable law firm, including both an assessment of the risk of constructive receipt and options to mitigate that risk and provide that opinion to the Union. Once the City provides the opinion to the Union, this MOU will reopen on the subjects of overtime and compensatory time off and the parties will meet and confer over options to address constructive receipt.

12.10.3 Rotation of Overtime

Definitions of scheduled and unscheduled below apply exclusively for the purposes of Section 12.10.3 and exclude Public Safety Dispatchers and Lead Public Safety Dispatchers.

- (a) **Scheduled:** Management shall offer scheduled overtime shifts to the employee or crew who normally performs the work to be assigned a minimum of 48 hours prior to the beginning of the assigned shift. If such employees are not available, management shall equitably distribute such overtime among regular employees in the appropriate classification and operation. When management is unable to fill a scheduled overtime shift with an employee or crew who normally perform the work and the overtime is assigned to an employee assigned to the Duty Program, the overtime assignment will be considered a Duty callout. Management reserves the right to hold over an employee at the end of their regular shift to fill the overtime assignment.

In the event the employee returns to the worksite for an approved overtime shift/assignment that is not covered by the provisions in section 15.2 or 15.3 of the MOU, and the project is cancelled, the employee shall receive two (2) hours of overtime pay.

- (b) **Unscheduled:** Overtime should be equitably distributed and rotated by management among the classification and operation/section/division employees who are not on new hire probation. If no regular employees are available, employees on new hire probation would be called.

The City may, under exceptional circumstances, assign overtime based on special skills of an employee. Such assignments should not impact the equitable distribution of overtime.

12.10.4 Mandated Call-Back Public Safety Communications Center

Employees assigned to the Public Safety Communications Center who are called to work an unscheduled shift shall be entitled to receive a minimum of two (2) hours compensation at time and one-half or pay for the hours actually worked, whichever is greater. This section does not apply to employees who are required to hold over for minimum staffing or mandated to work scheduled shifts. Hours worked shall be calculated beginning at the time the employee reports to the Communications Center for the shift assigned.

12.11 Meals During Extended Work Hours (Maintenance Unit)

Employees required to work approved overtime four (4) or more hours beyond their scheduled work shift or employees called back on unscheduled overtime who work at least four (4) hours will be provided a meal at the job site at the City's expense. Guidelines for duty personnel meals are listed in Appendix C – Duty Program Rules

Normally, the appropriate supervisor or lead worker will use the City's procurement card to purchase and bring a reasonable meal to the job site for the crew. If the supervisor or lead worker is not available, each employee will be eligible for reimbursement up to the maximum of the lunch value in the U.S. General Services Administration Meals and Incidental Expenses (M&IE) table (\$16 as of June 2017), and reimbursement will occur promptly upon presentation of a receipt. A meal and break shall be provided for each additional four (4) hour period the work continues after the meal period ends. The meal period will be treated as paid time in cases where employees are not entirely relieved of responsibilities and restrictions at the worksite.

12.12 Community Services Department Parks Schedule

The City and SEIU mutually agreed to assemble a Labor-Management committee during the July 1, 2015 to June 30, 2017 contract to develop and implement a two-year pilot program to evaluate the operational feasibility of a year-round start time of 6:00 a.m., effective September 27, 2015, for Community Services Roadway, Parks and Forestry service units.

Upon conclusion of the pilot program, the committee reconvened and discussed operational and employee impacts of this program. As a result, the parties agreed Community Services Roadway, Parks and Forestry service units will have a year-round start time of 6:00 a.m.

12.13 Shift Trades for Public Safety Dispatchers

Shift trades will be authorized under the following conditions:

A shift trade is defined as two (2) employees working a shift for each other in order to obtain time off during a specific work period.

- Partial trades will be permitted in increments of one hour.
- 1. Shift trades must be completed within two (2) pay periods. Therefore, if one employee works for a second employee, the second employee must pay back that work time by working a shift for the first employee during the pay period before, the same pay period, or the next pay period.
- 2. Employees are responsible for completing proper time off documentation. All shift trades must be approved by a supervisor and documented in the scheduling system prior to the trade.
- 3. Employees are responsible for keeping track of their own shift trade obligations. Any employee who fails to meet their obligations will be subject to disciplinary action.
- 4. Shift trades for overtime (i.e., an employee gives his/her assigned overtime hours to another employee in exchange for a shift trade) are not permitted.
- 5. Shift trades for compensatory time (i.e., an employee gives their earned CTO hours to an employee in exchange for a shift trade) are not permitted.

6. Trades involving multiple parties are not permitted.
7. Ongoing trades, i.e., trinary long, are permitted but must be approved in advance by the Communications Operations Supervisor.

ARTICLE 13 – OUT-OF-CLASS COMPENSATION

13.1 Definition

Out-of-class compensation will be paid to probationary and regular employees who have been assigned by their supervisor to perform, on a temporary basis, the duties at a higher classification than their regularly assigned and budgeted position in accordance with established procedures in the Administrative Policies. Out-of-class compensation will be five percent (5%) above the employee's current salary or the first step of the higher classification, whichever is greater.

The term working out-of-class is defined as a management authorized assignment to perform work on a temporary basis wherein significant duties are performed by an employee holding a classification within a lower compensation range. The Employer shall notify employees in advance of making such assignments. The Employer reserves the right to decide when or if an employee will be assigned to work out-of-class in a temporarily or permanently vacated position. No employee has a right to work out-of-class.

Where opportunities for work out-of-class assignments exist, it is the City's preference to make use of qualified bargaining unit employees for such assignments before using temporary or hourly employees, unless operational or fiscal reasons otherwise dictate.

13.2 Qualifying

- (a) To qualify for out-of-class pay, an employee must meet the minimum qualifications for the higher classification and must work forty (40) hours in the higher classification performing significant duties (once per employee per classification). Having met the qualifying requirements, an employee shall receive the higher compensation when assigned work in the higher classification in not less than four (4) consecutive hour increments, except as noted below.
- (b) When an employee works out-of-class during a callback as defined in Section 15.3, the employee will receive out-of-class compensation for the

minimum callback of two (2) hours, or for hours actually worked, whichever is greater.

- (c) Public Safety Dispatchers are qualified for out-of-class compensation when performing duties of a Lead Public Safety Dispatcher when assigned and approved by the department, even when a Lead Public Safety Dispatcher is on duty. Public Safety Dispatchers are paid in not less than two (2) consecutive hour increments per the Out-of-Class Policy Addendum dated January 7, 1991.

13.3 Exclusions

Out-of-class compensation will not be paid for vacation or sick leave hours. If an official City holiday occurs during an out-of-class assignment, the employee will continue to receive the higher compensation.

13.4 Rotation

The City agrees to equitably distribute out-of-class opportunities within the appropriate classification and division.

If any out-of-classification assignment that the City chooses to fill (including Acting assignments) is anticipated to last more than thirty (30) calendar days, the selection of the employee for such assignment shall be determined as follows:

- (a) The assignment shall first be offered to employees in the same department as the vacancy, by Citywide seniority, in descending order of the classification series.
- (b) If no one accepts the assignment from the department in which the vacancy occurs, the assignment shall then be offered to all employees Citywide. First choice shall go to employees with highest Citywide seniority in descending order of the classification series, unless a current project or other operational issues would preclude an employee from being released from his/her home department for such out-of-class assignment.

The denial of a work out-of-class opportunity due to operational issues, as described in (b) above, shall not be appealable under the Grievance Procedure.

If an out-of-class assignment lasts for six (6) months, then it will be rotated again, on the basis described above, at the end of six (6) months.

Employees selected for out-of-class assignments as described above shall go to the bottom of the rotation list after serving in such assignments.

ARTICLE 14 – PROMOTIONS

14.1 Promotional Process

- (a) The City agrees to circulate a memorandum within the City announcing vacancies for which the City will conduct a recruitment, at least two (2) weeks before deciding whether to conduct an internal or external recruitment.
- (b) Prior to making the decision of whether to conduct internal or external recruitment, the City will review and consider all completed applications submitted by current employees. If the City proceeds with an internal (“closed promotional”) recruitment, those applications submitted during the interest period will be considered as the applicant pool.
- (c) Upon completion of any testing process conducted for an internal or external recruitment, all current City employees who qualify on an eligibility list shall be granted an interview for the position.
- (d) Any current employee who is not selected for a position will have the opportunity to meet with management to discuss what such employee could do, if anything, to improve his/her chances for selection in future recruitment processes. In addition, the City will provide the employee an opportunity for career counseling.
- (e) Eligibility lists will remain in effect for twelve (12) months, provided, however, that such lists may be extended beyond twelve (12) months at the City’s discretion. Lists may be abolished in less than twelve (12) months so long as each current City employee on the list being abolished is given the opportunity for at least one interview in the final thirty (30) days before the list is abolished in each department that has a vacancy that could be filled from the list.
- (f) Following implementation of the procedures as set forth in this Article, a management decision regarding selection of an employee for hire is not appealable through the Grievance Procedure.

14.2 Promotional Criteria for Flexibly Staffed (I/II) Positions

The term “flexibly staffed” positions refers to those specifically designated positions within a City of Mountain View classification series containing an entry and/or an intermediate and/or a journey level and which can be filled at any of these levels.

The following positions are flexibly staffed:

Account Clerk I/II	Systems Technician/Senior
Building Inspector I/II	Public Safety Dispatcher I/II
Code Enforcement Officer I/II	Public Works Inspector I/II
Engineering Assistant I/II	Street Maintenance Worker I/II
Equipment Mechanic I/II	Tree Trimmer I/II
Facilities Maintenance Worker I/II	Utilities Systems Technician/Senior
Office Assistant I/II	Wastewater Utility Worker I/II
Parks Maintenance Worker I/II	Water System Operator/Senior
Postclosure Environmental	Water Utility Worker I/II

Management shall, within the first six (6) months of employment, provide each new employee with a copy of the criteria for evaluation of promotion to the II or Senior level. The criteria shall explain the following requirements for promotion:

1. Experience and Training
2. Licensing
3. Knowledge, Skills, and Abilities
4. Safety Standards
5. City and Department Policies/Standards
6. Is Open to Needed Change/Is Flexible
7. Treats the Public and Fellow Employees with Respect
8. Takes Personal Responsibility and Initiative
9. Uses Time and Materials Effectively
10. Leadership Abilities
11. Performance Plan and Support Needed for Promotion

ARTICLE 15 – STAND-BY AND CALL-BACK

15.1 Duty Program

The City shall establish and maintain a Duty Program which shall be made a part of this Agreement as Appendix C. If, during the term of this Agreement, changes in the Duty Program are necessary, the City shall notify Local 521 and, upon request, provide an opportunity to meet and confer.

15.2 Stand-By

Stand-by is defined as that circumstance which requires an employee assigned by the City to:

- Be ready to respond immediately to a call for service.
- Be readily available at all hours by telephone or other agreed-upon communication equipment.
- Refrain from activities which might impair his/her assigned duties upon call.

With the approval of the City Manager, a Department Head may establish a Duty Program or assign an employee or employees to stand-by. If, during the term of this Agreement, a new Duty Program is to be established, the City shall notify Local 521 and, upon request, provide an opportunity to meet and confer.

Effective with the first pay period ending after July 1, 2015, an employee assigned by the City to stand-by shall be compensated at the rate of Seventy Dollars (\$70.00) per weekday (Monday-Friday) for the sixteen (16) off-duty hours, or One Hundred Dollars (\$100.00) per weekend day or holiday for the twenty-four (24) hours of duty each day.

15.3 Call-Back

This section applies to all Maintenance Classifications as listed in Appendix A. Call-back work is defined as work required by the City of an employee who, following completion of the employee's workday or workweek, is unexpectedly requested to report back to duty to perform necessary work. Employees who are called back shall receive a minimum of three (3) hours compensation at time and one-half. The time of the call, for purposes of this section, will be recorded as the time dispatched on the City's Shortel telephone system, CAD system, and/or the City's contracted alarm system. If the employee responding to call-back work receives a second, third, or more calls within the initial three (3) hour minimum period, the employee receives overtime for actual time spent on the response beyond the three (3) hour initial period and not an additional minimum three (3) hours of overtime, regardless if the employee has gone out of service and/or returned home. If the employee has gone out of service and more than three (3) hours have elapsed since the call that triggered the three (3) hour minimum pay, then the employee is entitled to another three (3) hour minimum.

Whenever an employee is called back, the employee shall receive the minimum provided above or pay for hours actually worked, whichever is greater. Hours worked shall be calculated beginning at the time the employee is contacted to report to work and end when the employee is relieved of duty.

Effective the first pay period ending in July 2017, this section also applies to the following Clerical/Technical Classifications:

- Assistant Building Inspector
- Building Inspector I/II
- Development Services Coordinator
- Environmental and Safety Protection Inspector
- Environmental Safety Coordinator
- Program Assistant assigned to Facilities
- Senior Building Inspector
- Water Environmental Specialist

15.4 Call-Back While On Stand-By

Employees called back who are receiving stand-by pay while participating on one of the Duty Programs referenced in Appendix C of this Agreement will receive a minimum of three (3) hours compensation at time and one-half. Such employees shall be entitled to only one minimum call-back per three (3) hour period. The time of the call, for purposes of this section, will be recorded as the time dispatched on the City's Shortel telephone system, SCADA system, CAD system, and/or the City's contracted alarm system.

ARTICLE 16 – UNIFORMS, TOOL, AND SHOE ALLOWANCES

16.1 Uniforms Maintenance Classifications

The City shall provide uniforms for employees who are required by the City to wear uniforms in the normal course of employment. The uniform items are not to be used other than while working for the City or while traveling to and from work. The following chart summarizes the language in this section that describes the uniform benefits by work group.

Uniform Benefits by Work Group	Rental Uniforms 16.1.1	Shirts 16.1.2	Color 16.1.2	Storm Gear 16.1.3	Clothing & Shoe Allowance 16.1.7
Utilities Section (Water, Wastewater, Utilities Systems)	Yes	7 T-shirts (long or short sleeve or combination); OR 2 polo shirts	blue, black, gray	Yes	Yes
Streets/Postclosure Operations	Yes	7 T-shirts (long or short sleeve or combination); OR 2 polo shirts	blue, black, gray	Yes	Yes
Fleet Operation	Yes	7 T-shirts (long or short sleeve or combination); OR 2 polo shirts	blue, black, gray	N/A	Yes
Facilities Operation	Yes	7 T-shirts (long or short sleeve or combination); OR 2 polo shirts	blue, black, gray	N/A	Yes
Community Services	Yes	7 T-shirts (long or short sleeve or combination); OR 2 polo shirts	tan	Jackets only	Yes
Finance and Administrative Services	N/A	7 T-shirts (long or short sleeve or combination); OR 2 polo shirts	dark blue	N/A	Yes
Fire Dept.: Fire & Environmental Protection Division	Yes	N/A	N/A	N/A	Shoe allowance

16.1.1 Rental Uniforms

Employees from Public Services (Utilities Section, Streets Operation, Postclosure Operation) and Community Services (Community Services Roadway, Parks and Forestry Operations) have the option to receive rental uniforms in the amount of eleven (11) pants, eleven (11) shirts, and seven (7) coveralls.

The City shall provide enough rental uniform shirts to ensure five (5) changes per week (or 11 shirts) per employee (as specified in the table above). The City shall have these shirts laundered and arrange for pickup and delivery of shirts at all work locations. Employees shall ensure that their shirts are on-site for pickup.

16.1.2 Shirts

The colors and quantities of the shirts will be as follows:

- Public Services (Utilities Section, Streets Operation, Postclosure Operation)—Two (2) colors for T-shirts: (seven (7) shirts of light or dark shades of gray, dark blue, or black of short or long sleeve or a combination). The employee may have a choice of seven (7) T-shirts or two (2) polo shirts (colors are determined annually).
- Community Services (Community Services Roadway, Parks and Forestry Operations)—Seven (7) tan shirts of short or long sleeve or a combination). The employee may have a choice of seven (7) T-shirts or two (2) polo shirts.
- Finance and Administrative Services—Dark blue shirt and T-shirt (7 shirts of short or long sleeve or a combination).
- Transportation and Business Services: Fleet and Facilities—Two (2) colors for T-shirts: Seven (7) shirts of light or dark shades of gray, dark blue, or black of short or long sleeve or a combination). Fleet—In addition to the seven shirts and coveralls as described in Section 16.1.1, employees are provided two polo shirts each year.

Employees may wear a T-shirt previously issued or approved by the City.

16.1.3 Storm Gear

Utilities Sections—Wastewater, Water, Streets, Postclosure, and Utilities Systems: The City will provide storm jackets and heavy boots (equivalent to turnout boots) to employees. The City shall replace the jackets on an as-needed basis due to normal wear and tear, or damaged in the course of performing work-related duties.

Community Services Roadway, Parks and Forestry Operations: The City shall provide storm jackets to employees and will replace the jackets on an as-needed basis due to normal wear and tear, or those damaged in the course of performing work-related duties.

16.1.4 Positions in the Fire Department, Fire and Environmental Protection Division

Employees assigned to the City's Fire Department, Fire and Environmental Protection Division shall wear department specified and provided uniforms. Employees shall be provided four (4) white department standard/issued work uniform shirts, three (3) pairs of pants (Blue - department standard), one (1) department standard uniform belt, one (1) pair of steel toe boots/shoes. The City shall replace uniforms on an as-needed basis due to normal wear and tear, or damaged in the course of performing work-related duties. The cost of cleaning and maintenance of uniforms shall be borne by the City and administrated at the Fire Department level. White T-shirts and navy or black socks shall be provided by the employee.

16.1.5 Uniform Shorts

Employees may wear shorts in place of their regular uniform pants or coveralls but must first review and sign a list of work activity precautions (Maintenance Unit – Uniforms Shorts – Work Activity Precautions) which may place employees who wear uniform shorts at a higher risk of injury. Employees are responsible for recognizing safe working conditions and wearing pants or having coveralls available at the work site when a need arises. Uniform dress shall comply with all manufacturers' specifications and recommendations for the safe use of pesticides and operation of equipment and where hazardous conditions exist.

Employees are responsible for purchasing and maintaining authorized uniform shorts. Employees are required to purchase and maintain the agreed upon complement of uniform pants as stated in Section 16.1.7 – Allowance. Uniform shorts are not provided by the City and are not considered part of the annual clothing allowance of Three Hundred Sixty Dollars (\$360).

16.1.6 Clothing/Shoe Allowances (Maintenance Unit)

Effective the first pay period ending in Fiscal Year 2011-12, the City will pay an annual clothing allowance of Three Hundred Sixty Dollars (\$360) for the purchase, cleaning, and maintenance of pants and jackets will be paid per pay period (\$13.85). Pants shall be long and a dark color. This allowance shall be prorated for regular part-time employees.

Each July, the City will pay an annual shoe allowance of Two Hundred Twenty-Five Dollars (\$225) per year to employees who, as a condition of employment, are required to wear safety shoes. This allowance can be used to purchase or resole employee safety shoes.

In the event an employee's shoes are damaged, worn, or unsafe, the employee may request that damaged shoes be replaced provided:

1. The Safety and Training Administrator and Section Manager conclude the shoes are damaged and need to be replaced.
2. The employee furnishes proof of purchase for the damaged shoes. Purchase shall have been within the current fiscal year.
3. The employee has fully expended the \$225 allowance. If not fully expended, the employee must use the balance of his/her allowance for the purchase of replacement shoes.
4. If the cost of the replacement shoes exceeds the balance of the employee's allowance, the City is willing to pay up to a total of \$225 for the replacement shoes depending upon the amount of time remaining in the fiscal year.

16.1.7 Appearance

Employees shall be responsible for ensuring that uniforms are maintained in a neat and professional manner. Supervisors shall be responsible for ensuring that employees maintain a proper appearance and take appropriate actions as required.

16.1.8 Usage

The uniform items are not to be used other than while working for the City or while traveling to and from work.

16.2 Tool Reimbursement/Provision

Effective July 1, 2001, the City shall reimburse Equipment Mechanic I, II, and III employees who, as a condition of employment, are required to provide their own tools. Reimbursement will be made for tools which the employee selects to purchase in order to perform his/her duties. Reimbursement will be made once per fiscal year in June. The maximum amount for reimbursement by the City is

One Thousand Dollars (\$1,000) per fiscal year. The reimbursement shall be administered in accordance with department procedure and City policy.

Effective July 1, 2012, the City shall reimburse the Equipment Service Worker, who, as a condition of employment, is required to provide his/her own tools. Reimbursement will be made for tools which the employee selects to purchase in order to perform his/her duties. Reimbursement will be made once per fiscal year in June. For Fiscal Year 2012-13 the maximum amount for reimbursement by the City is Seven Hundred Fifty Dollars (\$750). For Fiscal Year 2013-14 and in subsequent years, the maximum amount for reimbursement by the City is Five Hundred Dollars (\$500). The reimbursement shall be administered in accordance with Department procedure and City policy.

The City shall provide the necessary tools and equipment required for employees to perform their duties. Employees will review needs for tools and equipment with the Department Head on an as-needed basis.

ARTICLE 17 – TUITION REIMBURSEMENT

17.1 Program

The tuition reimbursement program is intended to assist employees attending accredited college courses or closely related approved training courses which directly or indirectly relate to their current duties and increase their competency in their present position or prepare employees for career advancement within the City by reimbursing them for all or part of incurred costs of tuition, fees, required texts, and certain course supplies, up to \$2,000 per fiscal year. Administrative Instruction 3-6 will govern the process for applying for tuition reimbursement.

In addition to the annual \$2,000 benefit, with no lifetime maximum, for completion of individual college courses or training courses which an employee may take without pursuing a college degree, effective June 21, 2015, employees are eligible to receive up to \$10,000 per fiscal year with a \$20,000 lifetime maximum if they enroll in and complete accredited college coursework required to obtain a job-related bachelor's or master's degree or approved leadership program. Completion of the degree or leadership program is required to obtain the full \$20,000 benefit. Administrative Instruction 3-6 will govern the process for applying for tuition reimbursement benefits.

Employees who completed accredited college coursework in Fiscal Year 2013-14 and Fiscal Year 2014-15, applied for and received reimbursement under the City's tuition reimbursement program, and completed the degree in either Fiscal Year

2013-14 or Fiscal Year 2014-15 are eligible to receive up to a maximum of \$20,000 reimbursement for the costs of the degree program.

17.2 Definitions

Accredited College Course: A course from a postsecondary educational institution or program accredited by an accrediting agency or State approval agency recognized by the U.S. Department of Education.

Approved Training Course: Structured training from a provider recognized by the related profession that is approved by the department as accepted or certified continued professional training.

Job-Related: An educational course that is job-related, and either: (a) maintains or improves job skills; (b) is expressly required by the employer or by law; or (c) prepares an employee to become a competitive applicant for a different position in the City's selection process. Examples of qualifying courses include work toward an advanced degree necessary to retain the job or pay level. The educational course must not be needed to meet the minimum educational requirements of the current job or qualify the employee for a new trade or business outside of City employment.

17.3 Reimbursement

The City will reimburse qualified employees for successfully completing courses in accordance with section 17.1 and Administrative Instruction 3-6.

1. One hundred percent (100%) reimbursement for claims, up to a maximum amount as specified by an employee's labor agreement. This type of claim is for employees who successfully complete accredited college courses which directly relate to their present duties or to qualify for promotional opportunities (current career path or new career) with the City with a grade of "C" or better, or employees who successfully complete job-related approved training courses, or employees who successfully complete general education courses toward a job-related degree with a grade of "C" or better. It is the employee's responsibility to demonstrate the applicability of these general education courses and the relationship of the degree to his/her present duties or promotional opportunity. Approval of applicability of the class must be obtained prior to or at time of enrollment.
2. Fifty percent (50%) reimbursement for claims, up to a maximum amount as specified by an employee's labor agreement. This type of claim is for employees who successfully complete approved training courses or

accredited college courses which are not directly related to present duties but of general value to the City with a grade of "C" or better.

Employees are eligible for reimbursement only upon the condition that they are not receiving payment from any other governmental jurisdiction, including grants, scholarships, or reimbursement from State/Federal education assistance acts. If an employee separates from the City before reimbursement is made by the City, the City shall not complete action and pay the claim, even if the employee has already completed and paid for the course/training.

- A. The funds expire each fiscal year unless an employee applies to combine two (2) fiscal years. Under this program the City will allow utilization of funds from the current and preceding fiscal year toward reimbursable expenses in accordance with Administrative Instruction 3-6. To be eligible, employees must complete Section I of Form GO-31 prior to or at time of enrollment anytime during the preceding year no later than early to mid-July of the current year as published annually by Finance and Administrative Services. Reimbursement for the combined funds will be made by late July early August following (for the preceding and current year) successful course completion supported by receipts for expenditures.
- B. Eligible employees may elect to cash-out up to one hundred twenty (120) hours of vacation in addition to the existing vacation cash-out provisions toward eligible expenses for the remaining balance of expenses after reimbursement from the City. All other provisions of vacation cash-out apply.

17.4 Regular Part-Time Employees

Regular part-time employees receive a prorated portion of the maximum amount per the employee's labor agreement and depending upon their work schedule.

17.5 Books and Supplies

Required texts are those specifically required for the course and do not include supplemental or recommended books. Required supplies are those specific items required for course work.

ARTICLE 18 – CERTIFICATION RECOGNITION PAYMENT (CRP)

18.1 Program

The Certification Recognition Payment Program is intended to provide incentive for City employees to obtain and maintain “certification of expertise” in the various disciplines required by their job class specifications.

18.2 Eligible Classifications

Classifications that are eligible for this benefit are as follows:

Utilities:	Utility Systems Technician Senior Utility Systems Technician Utilities Electrician Utilities Inspector/Locator
Water:	Cross Connection Control Specialist Utility Worker I Water Utility Worker II Water Utility Worker III Water Quality Technician Water System Operator Water System Specialist Senior Water System Operator
Wastewater:	Utility Worker I Wastewater Utility Worker II Wastewater Utility Worker III
Fleet and Facilities:	Equipment Mechanic I/II Equipment Mechanic III Equipment Service Worker Facilities Maintenance Worker I/II Facilities Maintenance Worker III
Postclosure Environmental Systems:	Postclosure Environmental Systems Technician Senior Postclosure Environmental Systems Technician Postclosure Environmental Systems Specialist

Streets:	Street Lighting Technician Streetsweeper Operator Streets Maintenance Worker I/II Streets Maintenance Worker III
Parks:	Parks Maintenance Worker I/II Parks Maintenance Worker III Tree Trimmer I/II Tree Trimmer III
Public Works:	Public Works Inspector I/II Senior Public Works Inspector
Building and Fire:	Assistant Building Inspector Building Inspector I/II Senior Building Inspector Permit Technician
Fire:	Water Environment Specialist Environmental Safety Coordinator Environmental and Safety Protection Inspector
Miscellaneous:	Heavy Equipment Operator Heavy Equipment Specialist Water Resource Technician
Police:	Public Safety Dispatcher I/II Public Safety Dispatcher III Lead Public Safety Dispatcher
City Attorney:	Code Enforcement Officer I/II Senior Code Enforcement Officer

Changes to this eligibility list of classifications due to new or reclassified positions, or elimination of old classifications, will be reviewed by the Employee/Management Committee, the appropriate Department Head and authorized by the Assistant City Manager (or his/her designee).

18.3 Eligible Certifications

Human Resources (HR) maintains the current list of eligible certifications listed in Section 18.2.

18.3.1 Requests for New Certifications

Requests to consider the eligibility of new certifications must be submitted to HR by January 1 of each year. The request will be reviewed by the Employee/Management Committee, which will provide a recommendation to approve or deny the request to the appropriate Department Head and Assistant City Manager, or his/her designee.

The decision to approve or deny the certification shall be made within ninety (90) days of the Employee/Management Committee's recommendation. If approved, eligible employees shall receive certification pay retroactive to the first pay period of the calendar year.

18.3.2 Changes in Certification Requirements

In the event an eligible certification becomes a "requirement" of a job class specification (such as through changes in State or Federal requirements), the appropriate Department Head will notify HR and HR subsequently will notify the Union of any changes in certification pay.

18.4 Guidelines

The City will provide a Certification Recognition Payment (CRP) for possession of job-related certifications with approval of the Assistant City Manager (or his/her designee) and the appropriate Department Head based on the following guidelines:

- Payment of Fifty Dollars (\$50.00) for each eligible certificate per month (\$23.08 biweekly on a 26 pay period payroll schedule) will be made for a maximum of four (4) certifications above the minimum job class specifications requirement. CRP payments to an employee shall not exceed Two Hundred Dollars (\$200.00) per month.
- Possession of certifications identified as "recommended," "highly desirable," or "preferred" in the official class specification or where there is no minimum certification requirement will qualify an individual for CRP.
- If the employee leaves the position in which he/she is receiving CRP, eligibility will be reevaluated to ensure continued payment is appropriate. If not, the employee will receive advance notice of the termination of this payment. Termination of this payment is not grievable.

18.5 Process

Employees are responsible for submitting an application and copies of certifications or renewal certifications in order to receive certification pay.

(a) New Certificates and Upgraded Certificates

1. Complete a Certification Request Form and obtain approval from the supervisor and/or Department Head.
2. Submit signed form to Human Resources along with a copy of the eligible certification.
3. Human Resources will review the form and notify the employee if the certification pay request is approved or denied.
4. Human Resources will return a copy of the form to the employee.

(b) Renewal of Certificates

1. Complete a Certification Request Form, noting the renewal request.
2. Submit the signed form along with a copy of the eligible certification to Human Resources and a copy to his/her supervisor.
3. Human Resources will review the form and notify the employee if the certification pay renewal request is approved or denied.
4. Human Resources will return a copy of the form to the employee.

ARTICLE 19 – RECLASSIFICATION/MODIFIED WORK

19.1 Individual Requests

An employee or his/her representative may request in writing a reevaluation of his/her job based on significant changes in job content or significant discrepancies between job content and classification description. The request must contain justification and may be made only during the period of July 1 through September 30. The request shall be submitted to the Department Head for review. Following his/her review, the Department Head shall submit the request to Human Resources for analysis. Human Resources will submit the analysis and recommendation to the City Manager for review. Human Resources will respond to such requests within ninety (90) calendar days;

however, this time line may be extended at the mutual consent of the City and the Union. If meetings are held, the employee may request representation. Should the City decide to reclassify the position, the reclassification will become effective the first pay period following such decision or upon the ninety-first (91st) calendar day **following the City's receipt of the employee's completed job analysis questionnaire**, whichever occurs first. Appendix D outlines the City's reclassification process and procedures.

19.2 Modified Work Assignment

The City will make every reasonable effort to accommodate employees who are injured or ill (whether from industrial or nonindustrial causes) by evaluating the possibility of a modified work assignment until the employee is fully recovered or leaves employment. Such modified assignments will be based on the City's determination that there is appropriate work to be performed, the employee's physical ability to perform, the employee's qualifications, the needs of the City, the ability to provide adequate supervision, budgetary constraints, and such other operational or fiscal concerns that the City may have.

The Risk Manager or Department Head will evaluate the possibility of modified work assignments in the employee's department and in other City departments, subject to the criteria listed above.

The City is not required to create additional positions to accommodate an employee under this section. A modified work assignment appropriate to medical condition cannot be declined.

19.3 Career Development Opportunity

On a voluntary basis, employees in Community Services and Public Services Departments may, within their respective departments, trade positions for a period of up to six (6) months. The position trade will be arranged by the supervisor with approval by the Department Head. Position trades will be for the purpose of gaining experience in a different field and enhancing the employee's skill bank. It is understood that any trade must be strictly voluntary.

ARTICLE 20 – SAFETY AND HEALTH

20.1 City Duty

The City recognizes its responsibility to provide and maintain a safe and healthful work environment and to comply with Cal-OSHA and legal

requirements. The City shall not require, under any circumstances, employees to perform work which is not in accordance with all such legal mandates.

20.2 Employee Duty

It is the responsibility of all employees to follow safe work practices. Employees shall bring unsafe conditions to the attention of either his or her supervisor and/or the Safety and Training Manager. Employees can communicate a hazardous condition without fear of reprisal.

20.3 Safety Committee

- (a) There will be two (2) safety committees; one Maintenance and Operations, and the other Clerical/Technical. Each committee will be comprised of a cross-section of employees, including at least one Department Head, and will include two co-chairs: one representing management and one elected by the SEIU members. The Safety and Training Manager shall provide technical support and guidance to the committee, and will develop meeting agendas and minutes. The co-chairs will help plan and conduct the meetings and assist the Safety and Training Manager on follow-up matters. The Committee structure will be evaluated by the City and SEIU after a period of six (6) months, and thereafter at the request of either party.
- (b) Each committee shall meet monthly and will be responsible for the review, discussion, and recommendations of all matters concerning safety and health, including, but not limited to, accident investigations, safety surveys, job site inspections, and safety audits. Each committee shall work to problem solve and formulate recommendations to the appropriate Department Heads and City Manager, as necessary. Minutes shall be taken by a clerical support staff during each meeting and will be distributed to all department employees and posted in a conspicuous location(s). The City will grant paid release time to employees participating in Safety Committee meetings.
- (c) SEIU Local 521 may appoint up to four (4) Clerical/Technical Unit members who shall be granted release time to attend Citywide Safety Committee meetings.

20.4 Hazardous Materials Training

City shall comply with all legal requirements for hazardous materials safety and training and provide paid release time for the Safety Steward as necessary.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.1 Purpose

The following procedure is intended to be the exclusive remedy for resolving grievances, as defined below, and replaces the Appeals Procedures in the City of Mountain View's Personnel Rules and Regulations.

The City and the Union recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or Union grievances as provided for below. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination, retaliation, or reprisal.

21.2 Definition, Scope, and Right to File

A grievance may be filed by an individual employee, or jointly by a group of employees, or by the Union on behalf of an employee(s) who is otherwise eligible to file a grievance.

Should a decision not be rendered within the stipulated time limit, the aggrieved employee may immediately appeal to the next step of this procedure. A grievance may be considered settled if the decision at any level is not appealed within the specified time limit. (A summary of the Grievance Procedure and applicable time requirements is attached as Appendix E.)

All grievances shall be filed in accordance with this procedure. A grievance is defined as any dispute involving the interpretation, application, or alleged violation of:

- (a) The current Memorandum of Understanding between the City and Local 521, SEIU.
- (b) The City's Personnel Rules and Regulations.
- (c) An infringement of an employee's personal rights, such as discrimination, harassment, or the capricious use of supervisory or management authority.
- (d) A dispute involving any disciplinary action taken against a regular or probationary promotional employee (as used in this Article, discipline is defined as any dismissal, suspension, demotion, salary decrease, or loss of

an individual's extra compensation opportunities for a prospective period of time).

- (e) Performance evaluations resulting in a step decrease.

The following matters are specifically excluded from consideration under the Grievance Procedure:

- The determination of the contents of job classifications;
- The determination of procedures and standards of selection for employment or promotion;
- Items which require a capital expenditure;
- Items subject to the meet-and-confer process as defined in the California Government Code;
- All City rights specified in this Agreement and in the City's Employer-Employee Relations Resolution;
- The release of an employee during his/her original probation period;
- Performance evaluations resulting in the nonaward of a scheduled step increase.

The content of documented oral counselings, written reprimands/warnings, and performance evaluations are not grievable, but may be appealed directly to the Department Head and subsequently to Human Resources. An employee who wishes to appeal one of the above written documents must follow the procedures and time lines as described in Sections 21.4 and 21.5 below. The decision of Human Resources shall be final.

21.3 Step 1 – Informal Grievance Procedure

Within twenty (20) calendar days of discovery of an event giving rise to a dispute, the employee and/or the employee representative shall present the dispute informally to the supervisor, section manager, or division manager as appropriate. Where the dispute involves the relationship with the supervisor, it may be submitted to the next higher level of supervision. The employee and the supervisor or manager have a mutual responsibility to make a good-faith effort to resolve the matter at the lowest possible level. The supervisor or manager

shall respond to the employee within twenty (20) calendar days of the informal meeting with the employee and/or employee representative.

Presentation of an informal grievance shall be necessary prior to filing of a Formal Grievance.

21.4 Step 2 – Formal Grievance Procedure

If the employee believes that the issue in dispute was not resolved informally, a formal grievance may be filed with the Department Head within twenty (20) calendar days from the employee's receipt of the decision of the supervisor or manager. A formal grievance shall only be initiated in writing and shall contain information which:

- (a) Identifies the aggrieved.
- (b) Specifies the nature of the grievance, including a description of the time and place of relevant events.
- (c) Delineates the article(s) of the procedure(s) alleged to have been violated, improperly interpreted, applied, or misapplied.
- (d) Describes the corrected action desired.
- (e) Gives the name of the employee representative.

Within twenty (20) calendar days after receipt of the written grievance, the Department Head or designee shall investigate the matter, confer with persons affected (and their representatives) to the extent deemed necessary, and render a decision in writing.

21.5 Step 3 – Human Resources Review

If the decision of the Department Head or designee does not resolve the dispute to the satisfaction of the employee, the employee or his or her representative may request a review by Human Resources. The request for the meeting shall be made in writing within twenty (20) calendar days of receipt of the decision of the Department Head or designee.

Within twenty (20) calendar days after the request for review, Human Resources or designee shall investigate the matter, confer with persons affected (and their representatives) to the extent deemed necessary, and render a decision in writing.

21.6 Step 4 – Appeals Board/Binding Arbitration

If the decision of Human Resources or designee does not resolve the dispute to the satisfaction of the employee, the employee or his/her representative may request a hearing before a formal Appeals Board. Alternatively, at the option of the Union, the grievance involving the interpretation, application, or alleged violation of the current MOU between the City and SEIU Local 521 may be submitted to an impartial arbitrator for final and binding review. It is understood and agreed by the parties that binding arbitration provided in this section is expressly limited to a grievance involving interpretation, application, or alleged violation of the current MOU and shall not apply to any other alleged grievance under Section 21.2. The parties further understand and agree that this constitutes a limit on the jurisdiction of the arbitrator which cannot be waived by the City absent express written modifications of this section. The request for the Appeals Board hearing or arbitration shall be made in writing within twenty (20) calendar days of receipt of the decision of Human Resources or designee.

21.7 Appointment of Arbitrator

In the event the Union is not satisfied with the response of Human Resources regarding a grievance involving interpretation, application, or alleged violation of the current MOU between the City and SEIU Local 521, the Union shall have twenty (20) working days from the date a response is received from Human Resources to require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City. If the parties cannot agree on an arbitrator, the State Mediation and Conciliation Service shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one (1) name remains. The party to strike first shall be chosen by coin flip. The parties will alternate the flipping of the coin. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. The decision of the arbitrator shall be final and binding.

21.8 Appointment of Appeals Board

For disputes not referred to binding arbitration, and upon receipt of an appeal by Human Resources, an Appeals Board shall be formed. Within twenty (20) calendar days following the receipt of the appeal, the City Manager or designee shall appoint two (2) representatives to the Appeals Board, and the appellant shall appoint two (2) representatives to the Appeals Board. No Appeals Board representative shall be an employee of the same department as the appellant, but all four (4) appointed representatives must be employees of the City. The parties shall, concurrently with the appointment process, mutually agree to the selection

of one non-City employee to serve as a fifth voting member and chairperson of the Appeals Board. If the parties cannot agree on the fifth voting member, the fifth member shall be appointed by the State Mediator's Office. The names of all five members of the Appeals Board shall be received by Human Resources or designee no later than twenty (20) calendar days following his/her receipt of the appeal. If either the City Manager or designee or the appellant fail to appoint within this time, then, in that event, Human Resources shall, upon notice to the delinquent party, appoint employees to any vacant Appeals Board positions. Requests for a time extension shall be mutually agreed upon by both parties. All time extension requests shall be made in writing.

21.9 Date of Hearing – Notice

Immediately after receiving the names of the members of the Appeals Board, Human Resources shall set a date for the Appeals Board to hold a hearing on the matter of appeal. Such a hearing shall be held no later than twenty-five (25) calendar days following the naming of the Appeals board, unless a later date is agreed to by the appellant or it is not reasonably possible to convene the Appeals board within that twenty-five (25) calendar days, taking into consideration the time necessary for all parties to prepare the matter for a hearing. Human Resources shall, immediately upon the selection of a hearing date, give written notice of the date, location, and time of the hearing and identify the Appeals Board members to the appellant, the Department Head, and other appropriate persons from whose action the appeal is made.

21.10 Hearing

- (a) At the date and time and place specified, the Appeals Board shall conduct a hearing on the appeal filed.
- (b) Unless incapacitated, the appellant shall personally appear before the Appeals Board at the time and place of the hearing and shall not be excused from answering questions and supplying information except upon claim of constitutional privilege.
- (c) Upon conclusion of the hearing, the Appeals Board shall certify its findings and recommendations within fifteen (15) calendar days to the City Manager with copies to Human Resources, appropriate Department Head, and appellant.
- (d) In the event of absence, illness, or disability of a majority of the Appeals Board, the time limitation shall not be used to invalidate the appeal procedure or deprive any employee of the right to a hearing. Rather, the

hearing shall be continued by Human Resources from time to time until a majority of the Appeals Board is present.

21.11 City Manager Review

The City Manager shall review the findings and recommendations of the Appeals Board and shall, within fifteen (15) calendar days following the receipt of the recommendation from the Appeals Board, affirm, revoke, or modify the action taken. The City Manager's decision shall be final.

21.12 Probationary

Human Resources shall review the dismissal of a probationary employee.

21.13 Procedures

Irrespective of the defenses of timeliness and/or arbitrability, all issues and remedies shall be fully discussed and/or responded to at each level of the Grievance Procedure, prior to and including arbitration, without prejudice to those defenses.

ARTICLE 22 – EMPLOYEE/MANAGEMENT COMMITTEE

22.1 Committee Members

A Joint Committee consisting of representatives from the City (at least one (1) from Human Resources) and up to five (5) representatives from Local 521, shall meet monthly for the purpose of discussing issues of mutual concern and interest. The purpose of meeting will be to maintain open lines of communication between the parties. Participation on this Committee shall not relieve either party of their obligation to meet and confer over an issue or matter that is the proper subject for meet and confer unless both parties mutually agree.

22.2 Location/Agenda

The parties shall mutually agree on the date, time, and place of the meetings. Not less than five (5) working days prior to the meeting, the parties shall exchange a list of subjects, issues, or matters and that combined list shall be the agenda of the meeting. Representatives for both parties may be rotated so as to provide participation from individuals directly involved or concerned with the issue being discussed. The City will provide a note-taker and will post monthly meeting minutes on Local 521 bulletin boards.

ARTICLE 23 – PROVISIONS OF LAW

This Agreement is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable laws, or regulation, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulation and the remainder of this Agreement shall not be affected thereby. The parties shall then enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 24 – FULL UNDERSTANDING, MODIFICATION, AND WAIVER

- 24.1** This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 24.2** Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or during the term of this Agreement unless mutually agreed to by both parties.
- 24.3** No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties.
- 24.4** In the event any new practice, subject, or matter arises during the term of this Agreement, that is within the scope of meet and confer, and an action is proposed by the City, Local 521 shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the City reserves the right to take necessary action by management direction.
- 24.5** Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. However, the City shall notify Local 521 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.

- 24.6** The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 25 – CONCERTED ACTIVITIES

- 25.1** It is agreed that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to full and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Local 521 or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity. It is further agreed that during the term of this Agreement the City will not lock out employees.
- 25.2** Local 521 recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 25.3** In the event of a strike, work stoppage, slowdown, or other interference with the operations of the City by employees who are represented by the Local 521, the Local 521 agrees in good faith to take all necessary steps to cause those employees to cease such action. Failure of the Local 521 to take all necessary steps may result in the termination of Membership dues and such other deductions for Local 521 by the City.
- 25.4** It is agreed that any employees violating this Article may be subject to discipline up to and including termination by the City.

ARTICLE 26 – REDUCTION IN FORCE (LAYOFF) POLICY

26.1 Purpose

To establish layoff procedures to be implemented when the City determines that a reduction in force is to occur because of a material change in duties or organization, or because of a shortage of work or funds in the department or the City. It is understood that the preferred means of reducing staff is through attrition. The City agrees to meet with SEIU Local 521 to discuss alternatives to layoff.

26.2 Policy

26.2.1 Order of Layoff

When one or more employees in the same classification in a City department are to be laid off, the order of layoff shall be as follows:

1. Provisional employees in inverse order of seniority.
2. Probationary employees in inverse order of seniority.
3. Regular employees in inverse order of seniority.

Should two (2) or more employees in the same classification, with the same status (1, 2, 3) above, have equal seniority, the order of layoff shall be determined by performance as documented by the employee's performance evaluations. When there is clearly a difference in performance, performance will be the deciding factor in determining the order of layoff. Any grievance initiated herein will begin at Step 2 of the Grievance Procedure.

26.2.2 Definition of Seniority

For the purpose of this reduction in force (layoff) policy, seniority is defined as the length of total paid employment in the City of Mountain View in a full-time or part-time position as a regular employee. Time served as a probationary employee and/or as a provisional employee in a regular position shall be included in determining seniority. Seniority shall be retained but not accrued during any approved unpaid Leave of Absence. Time served as an hourly employee shall not be included in determining seniority.

Time served as a regular part-time employee will be converted to a full-time equivalent for purposes of determining seniority (for example: A 10-year regular half-time employee's service would be converted to the equivalent of 5 years of service).

If an employee with five (5) or more years of service with the City of Mountain View terminates from City service and returns within one (1) year from the date of separation, previous years of service with the City will be counted toward seniority for the purposes of layoff only. This provision will apply only prospectively from the date this policy is effective.

26.2.3 Notification of Layoff

Employees to be laid off shall be given written notification of such action at least thirty (30) calendar days before the effective date of the layoff. Within fifteen (15) calendar days of notification of layoff, employees who wish to be reassigned in lieu of layoff will notify the City of their intention to exercise one of the options as outlined in Section 26.2.4 (Reassignment) or Section 26.2.5 (Displacement).

26.2.4 Reassignment

In lieu of layoff, the City may offer employees whose positions are subject to elimination, the opportunity to transfer to a vacant position in the City without having to go through a testing process. The employee must possess the required education, experience, and training for that position or a demonstrated ability to perform the job duties.

26.2.5 Displacement (Bumping)

A City employee shall be allowed to return to: (a) a lateral or lower classification in his/her current department provided the employee previously held regular status in that classification in the City of Mountain View; or (b) a lateral or lower classification in another department in which the employee previously held regular status, provided that the employee served no less than six (6) months in that classification in that department in the City of Mountain View. However, if a lateral position exists in the employee's current department, he/she must bump into that position rather than choose to bump into the same lateral position in another department.

In both (a) and (b), the employee must have more total seniority in the lateral/lower classification and in higher classifications than the least senior employee in that classification in the department in question.

- The employee shall only have the right to displace: (a) if there are no vacancies that the employee is qualified to fill at the same level per Section 26.2.4; and (b) if there are no vacancies in a lateral/lower classification into which the employee is otherwise qualified to displace per this policy.
- Employees can only displace (bump) other employees if the employee is fully qualified and capable of performing all of the work

in the new position/classification as determined by the appointing Department Head and Human Resources Director.

The term “flexibly staffed” positions are those specific designated positions within a City of Mountain View classification series containing an entry and/or an intermediate and/or a journey level and which can be filled at any of those levels. Time served in a designated flexibly staffed position shall be counted as time served in one position for the purpose of displacement and for determining seniority in Section 26.2.2.

26.2.6 Reinstatement to Reemployment Eligibility List

Any City employee laid off shall be eligible to request to be reinstated according to provisions and timelines outlined in Sections 4.01(2) and 7.11 of the City of Mountain View Personnel Rules and Regulations, except that the employee will be eligible for all benefits acquired by the employee prior to the layoff. Such benefits include prior sick leave accruals (provided the employee did not receive cash payment in lieu of same) and vacation accrual rate and seniority. An employee shall not receive credit for time spent on layoff in computing time for any benefit accrual or seniority, nor would the employee be eligible for benefits during the period of time of actual layoff (except as provided to other terminated employees under current City policy).

26.3 Severance

The City will make a good-faith effort to continue with past severance package offered in Fiscal Year 1992-93, but if unable to do so financially, the package could be modified or eliminated by the City at any time without obligation to meet and confer. The Fiscal Year 1992-93 package consisted of four (4) months’ continued employment or two (2) months’ paid administrative leave at the employee’s option and waiving deferred compensation vesting requirements. Also included was membership in the Career Action Center, assistance with resumes, and letters of reference.

26.4 Avoid Layoffs

During the term of this Agreement, the City will make its best effort to avoid layoffs in the bargaining unit through use of its early retirement programs (when available) and other means to be discussed between Local 521 and the City.

ARTICLE 27 – AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- 27.1** The City's principal authorized agent shall be Human Resources or duly authorized representative. Address/Telephone:

Human Resources
City of Mountain View
Human Resources Division
P.O. Box 7540
Mountain View, CA 94039
650-903-6309

- 27.2** Local 521's principal authorized agent shall be the Worksite Organizer or duly authorized representative for the Service Employees International Union, AFL-CIO, Local 521. Address/Telephone:

Worksite Organizer
Service Employees International Union, AFL-CIO, Local 521
2302 Zanker Road
San Jose, CA 95131
408-678-3300

ARTICLE 28 – IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the City Council. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until ratified by the membership Service Employees International Union, AFL-CIO, Local 521, and unless and until the City Council of the City of Mountain View acts, by majority vote, formally to approve this Memorandum of Understanding; appropriates the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding; and take any other action required.

ARTICLE 29 – TERM OF AGREEMENT

- 29.1** The Agreement will become effective upon approval by the City Council. The Agreement will terminate on June 30, 2020. Principals agree to the terms of this Memorandum of Understanding.

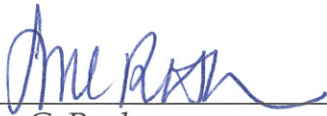
- 29.2** When approved by the Mountain View City Council, this Agreement is the entire agreement of the parties, and there are no other agreements or contracts except as set forth in this Agreement. This Agreement may not be modified except by amendment agreed to by both parties and approved by the Mountain View City Council.
- 29.3** In the event either party desires to negotiate a successor Agreement, such party shall serve upon the other after March 1 of the last year in the term of this Agreement, its written notice to commence negotiations.
- 29.4** Negotiations shall begin no later than thirty (30) days from the timely receipt by one party, of the other party's notice to commence negotiations.

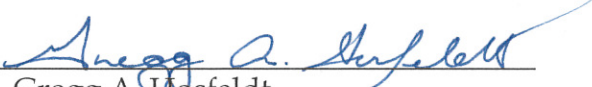
The parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted below.

Dated: July 12, 2017


For:

CITY OF MOUNTAIN VIEW

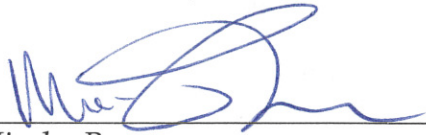

Sue C. Rush



Gregg A. Hosfeldt



Rebecca K. Wolfe

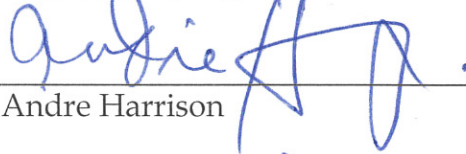

Melvin E. Gaines


SERVICE EMPLOYEES
INTERNATIONAL UNION,
AFL-CIO, LOCAL 521

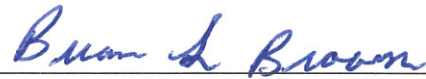

Miesha Brown

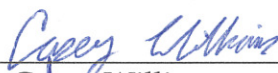

Phill McNern

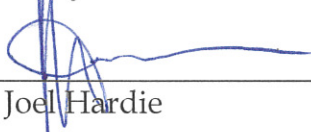

Paul Culazzo


Andre Harrison


Angela Francis


Brian Brown


Casey Williams


Joel Hardie

APPENDIX A

SEIU UNIT CLASSIFICATIONS

Maintenance Classifications

Cross-Connection Control Specialist
Equipment Mechanic I
Equipment Mechanic II
Equipment Mechanic III
Equipment Service Worker
Facilities Maintenance I
Facilities Maintenance II
Facilities Maintenance III
Heavy Equipment Operator
Heavy Equipment Specialist
Parks Maintenance Worker I
Parks Maintenance Worker II
Parks Maintenance Worker III
Postclosure Environmental Systems Specialist
Postclosure Environmental Systems Technician
Senior Postclosure Env. Systems Technician
Senior Utilities Systems Technician
Senior Water System Operator
Street Lighting Technician
Street Maintenance Worker I
Street Maintenance Worker II
Street Maintenance Worker III
Streets Technician
Streetsweeper Operator
Tree Trimmer I
Tree Trimmer II
Tree Trimmer III
Utilities Electrician
Utilities Inspector/Locator
Utilities Systems Specialist
Utilities Systems Technician
Utilities Worker I
Warehouse Worker
Wastewater Utility Worker II
Wastewater Utility Worker III
Water Operations Specialist
Water Resources Technician
Water System Operator
Water Quality Technician

Water Utility Worker II
Water Utility Worker III

Clerical/Technical Classifications

Account Clerk I
Account Clerk II
Accounting Technician
Assistant Building Inspector
Building Inspector I
Building Inspector II
Code Enforcement Officer I
Code Enforcement Officer II
Customer Service Representative
Developmental Services Coordinator
Engineering Assistant I
Engineering Assistant II
Engineering Assistant III
Environmental Compliance Specialist
Environmental and Safety Protection Inspector
Environmental Safety Coordinator
Executive Assistant
Lead Public Safety Dispatcher
Office Assistant I
Office Assistant II
Office Assistant III
Permit Technician
Program Assistant
Public Safety Dispatcher I
Public Safety Dispatcher II
Public Safety Dispatcher III
Public Works Inspector I
Public Works Inspector II
Secretary
Senior Building Inspector
Senior Code Enforcement Officer
Senior Public Works Inspector
Water Environment Specialist

APPENDIX B SEIU SALARY LISTING

City of Mountain View
Salary Plan and Position Listing
Fiscal Year 2017 - 2018

Position	FL- Job		Job Fam	Sal Plan	BI-WEEKLY SALARY			1st Step	2nd Step	3rd Step	4th Step	5th Step	Barg. Unit	
	SA	Grd			Control Point									
					Min	Control Point	Max							
ACCOUNT CLERK I		7	C	5	FL				2013.22	2112.29	2219.64	2329.71	2446.69	SEIU
ACCOUNT CLERK II		11	C	5	FL				2219.64	2331.10	2449.42	2571.89	2699.88	SEIU
ACCOUNTING TECHNICIAN		15	C	2	FL				2452.18	2576.03	2704.01	2838.88	2980.61	SEIU
ASSISTANT BUILDING INSPECTOR		23		3	FL				2987.49	3137.47	3294.35	3459.49	3631.49	SEIU
BUILDING INSPECTOR I		25		3	FL				3138.87	3295.74	3460.85	3634.24	3815.87	SEIU
BUILDING INSPECTOR II		29		3	FL				3464.99	3638.40	3820.00	4011.30	4210.82	SEIU
CODE ENFORCEMENT OFFICER I		23		3	FL				2987.49	3137.47	3294.35	3459.49	3631.49	SEIU
CODE ENFORCEMENT OFFICER II		27		3	FL				3298.50	3462.23	3635.64	3817.25	4008.54	SEIU
CROSS CONNECTION CONTROL SPEC		18	M	6	FL				2625.54	2756.31	2893.92	3038.38	3191.16	SEIU
CUSTOMER SVC. REPRESENTATIVE		5	C	5	FL				1914.13	2009.09	2109.54	2215.50	2325.59	SEIU
DEV SRVCS COORD		33	C	3	P	3947.66	4644.31	5340.96						SEIU
ENGINEERING ASSISTANT I		16		3	FL				2509.98	2635.21	2767.29	2906.28	3050.78	SEIU
ENGINEERING ASSISTANT II		20	C	3	FL				2771.43	2910.42	3056.28	3209.02	3368.66	SEIU
ENGINEERING ASSISTANT III		24	C	3	FL				3063.17	3215.91	3376.92	3546.18	3722.32	SEIU
ENVIR & SAFETY PROTECTION INSP		14		III	P	3286.79	3866.81	4446.83						SEIU
ENVIRONMENTAL COMP. SPECIALIST		24	C	3	FL				3063.17	3215.91	3376.92	3546.18	3722.32	SEIU
ENVIRONMENTAL SAFETY COORD.		33	C	3	P	3947.66	4644.31	5340.96						SEIU
EQUIPMENT MECHANIC I		16	M	6	FL				2498.96	2624.21	2754.92	2892.52	3037.01	SEIU
EQUIPMENT MECHANIC II		20	M	6	FL				2757.67	2895.28	3041.16	3192.51	3352.15	SEIU
EQUIPMENT MECHANIC III		24	M	6	FL				3043.90	3196.64	3356.27	3524.18	3700.30	SEIU
EQUIPMENT SERVICE WORKER		10	M	6	FL				2154.95	2262.29	2375.14	2494.85	2618.68	SEIU
EXECUTIVE ASSISTANT		18	C	2	P	2728.86	3210.42	3691.98						SEIU
FACILITIES MAINTENANCE I		12	M	6	FL				2263.66	2376.52	2496.24	2620.07	2752.18	SEIU
FACILITIES MAINTENANCE II		16	M	6	FL				2498.96	2624.21	2754.92	2892.52	3037.01	SEIU
FACILITIES MAINTENANCE III		20	M	6	FL				2757.67	2895.28	3041.16	3192.51	3352.15	SEIU
HEAVY EQUIPMENT OPERATOR		17	M	6	FL				2560.91	2688.88	2823.72	2965.47	3112.72	SEIU
HEAVY EQUIPMENT SPECIALIST		19	M	6	FL				2690.24	2825.11	2966.85	3115.48	3270.92	SEIU
HVAC TECHNICIAN		24	M	6	FL				3043.90	3196.64	3356.27	3524.18	3700.30	SEIU
LEAD PUBLIC SAFETY DISPATCHER		18	A	II	P	3744.53	4405.33	5066.13						SEIU
OFFICE ASSISTANT I		2	C	5	FL				1777.91	1868.70	1960.93	2058.63	2163.20	SEIU
OFFICE ASSISTANT II		6	C	5	FL				1962.31	2062.75	2164.58	2273.27	2386.13	SEIU
OFFICE ASSISTANT III		10	C	5	FL				2167.34	2276.04	2390.26	2508.60	2635.21	SEIU

PARKS MAINTENANCE WORKER I	10	M	6	FL						2154.95	2262.29	2375.14	2494.85	2618.68	SEIU
PARKS MAINTENANCE WORKER II	14	M	6	FL						2377.87	2497.61	2621.44	2753.55	2891.15	SEIU
PARKS MAINTENANCE WORKER III	18	M	6	FL						2625.54	2756.31	2893.92	3038.38	3191.16	SEIU
PERMIT TECHNICIAN	17	C	3	FL						2573.29	2702.63	2837.49	2979.24	3127.84	SEIU
POSTCLOSURE ENV SYSTEMS SPEC	26	M	6	FL						3198.02	3359.02	3526.92	3703.03	3887.45	SEIU
POSTCLOSURE ENV SYSTEMS TECH	18	M	6	FL						2625.54	2756.31	2893.92	3038.38	3191.16	SEIU
PROGRAM ASSISTANT	16	C	5	FL						2512.72	2639.33	2771.43	2910.42	3054.92	SEIU
PUBLIC SAFETY DISPATCHER I	12	A	II	FL						2914.20	3059.17	3213.04	3372.78	3541.43	SEIU
PUBLIC SAFETY DISPATCHER II	15	A	II	FL						3250.01	3412.72	3582.84	3761.84	3949.72	SEIU
PUBLIC SAFETY DISPATCHER III	16	A	III	FL						3574.39	3753.10	3940.76	4137.79	4344.68	SEIU
PUBLIC WORKS INSPECTOR I	25		3	FL						3138.87	3295.74	3460.85	3634.24	3815.87	SEIU
PUBLIC WORKS INSPECTOR II	29		3	FL						3464.99	3638.40	3820.00	4011.30	4210.82	SEIU
SECRETARY	15	C	5	FL						2452.18	2576.03	2704.01	2838.88	2980.61	SEIU
SENIOR BUILDING INSPECTOR	33	C	3	P	3947.66	4644.31	5340.96								SEIU
SENIOR CODE ENF OFFICER	29		3	P	3579.20	4210.82	4842.44								SEIU
SENIOR PUBLIC WORKS INSPECTOR	33	C	3	P	3947.66	4644.31	5340.96								SEIU
SENIOR UTILITIES SYS TECH.	22	M	6	FL						2898.03	3042.54	3195.26	3354.90	3522.79	SEIU
SENIOR WATER SYSTEM OPERATOR	25	M	6	FL						3119.99	3276.56	3440.16	3612.26	3792.81	SEIU
SR POSTCLOSURE ENV SYS TECH	22	M	6	FL						2898.03	3042.54	3195.26	3354.90	3522.79	SEIU
STREET LIGHTING TECHNICIAN	18	M	6	FL						2625.54	2756.31	2893.92	3038.38	3191.16	SEIU
STREET MAINTENANCE WORKER I	10	M	6	FL						2154.95	2262.29	2375.14	2494.85	2618.68	SEIU
STREET MAINTENANCE WORKER II	14	M	6	FL						2377.87	2497.61	2621.44	2753.55	2891.15	SEIU
STREET MAINTENANCE WORKER III	18	M	6	FL						2625.54	2756.31	2893.92	3038.38	3191.16	SEIU
STREETS TECHNICIAN	10	M	6	FL						2154.95	2262.29	2375.14	2494.85	2618.68	SEIU
STREETSWEEPER OPERATOR	16	M	6	FL						2498.96	2624.21	2754.92	2892.52	3037.01	SEIU
TREE TRIMMER I	12	M	6	FL						2263.66	2376.52	2496.24	2620.07	2752.18	SEIU
TREE TRIMMER II	16	M	6	FL						2498.96	2624.21	2754.92	2892.52	3037.01	SEIU
TREE TRIMMER III	20	M	6	FL						2757.67	2895.28	3041.16	3192.51	3352.15	SEIU
UTILITIES ELECTRICIAN	26	M	6	FL						3198.02	3359.02	3526.92	3703.03	3887.45	SEIU
UTILITIES INSPECTOR LOCATOR	19	M	6	FL						2690.24	2825.11	2966.85	3115.48	3270.92	SEIU
UTILITIES SYSTEMS SPECIALIST	26	M	6	FL						3198.02	3359.02	3526.92	3703.03	3887.45	SEIU
UTILITIES SYSTEMS TECHNICIAN	18	M	6	FL						2625.54	2756.31	2893.92	3038.38	3191.16	SEIU
WAREHOUSE WORKER	10	M	6	FL						2154.95	2262.29	2375.14	2494.85	2618.68	SEIU
WASTEWATER UTILITY WORKER I	12	M	6	FL						2263.66	2376.52	2496.24	2620.07	2752.18	SEIU
WASTEWATER UTILITY WORKER II	16	M	6	FL						2498.96	2624.21	2754.92	2892.52	3037.01	SEIU
WASTEWATER UTILITY WORKER III	20	M	6	FL						2757.67	2895.28	3041.16	3192.51	3352.15	SEIU
WATER ENVIRONMENT SPECIALIST	14		III	P	3286.79	3866.81	4446.83								SEIU
WATER OPERATIONS SPECIALIST	26	M	6	FL						3198.02	3359.02	3526.92	3703.03	3887.45	SEIU
WATER QUALITY TECHNICIAN	25	M	6	FL						3119.99	3276.56	3440.16	3612.26	3792.81	SEIU

WATER RESOURCES TECHNICIAN	19	M	6	FL	2690.24	2825.11	2966.85	3115.48	3270.92	SEIU
WATER SYSTEM OPERATOR	21	M	6	FL	2826.61	2967.66	3117.18	3272.34	3435.95	SEIU
WATER UTILITY WORKER I	12	M	6	FL	2263.66	2376.52	2496.24	2620.07	2752.18	SEIU
WATER UTILITY WORKER II	16	M	6	FL	2498.96	2624.21	2754.92	2892.52	3037.01	SEIU
WATER UTILITY WORKER III	20	M	6	FL	2757.67	2895.28	3041.16	3192.51	3352.15	SEIU

APPENDIX C DUTY PROGRAM ORGANIZATION

Purpose

The purpose of the after-hours Duty Program (Duty Program) is to ensure that water, wastewater, and landfill gas and condensate recovery systems and infrastructures are monitored and operating efficiently at all times.

Employees assigned to the Duty Program perform highly skilled maintenance, repair, and installation work. Employees working in this Program are expected to be fully trained in all procedures related to the assigned area of responsibility and effectively perform these duties typically without supervision.

The City is committed to providing the necessary support and training to help employees participate in the Duty Program.

The following describes the composition of each Duty Program and the general functions to be performed by program participants. Duty Program participants and the Supervisor will meet as necessary to review the overall effectiveness of the program. If the City proposes to add, delete, or otherwise change the functions of any program, upon the request of either party the City and Union will meet and confer regarding such proposals.

Water Distribution Duty Program: Supervised by the Water Distribution Supervisor and comprised of qualified Water Distribution Personnel. There will be a maximum of six (6) employees and minimum of three (3) employees assigned to this Program.

1. **Function:** To provide coverage for the City's water systems. As necessary assist Water Operations, Wastewater, and/or Utility Systems Duty Personnel.
2. To respond to water customer complaints such as no water, dirty water, leaks, knocked down hydrants, and service turn-ons and offs.
3. The Water Distribution Duty Person will respond to rollover pages for the Water Operation.

Water Operations Duty Program: Supervised by the Water Distribution Supervisor. Comprised of qualified Water Operations Personnel. There will be a maximum of four (4) employees and a minimum of three (3) employees assigned to this program.

1. **Function:** To provide coverage for the City's water system turn-outs, pump stations, reservoirs, and wells. As necessary assist Water Distribution, Landfill/Postclosure, Utility Systems, and Wastewater Duty Personnel.
2. Respond to water system SCADA alarms and perform daily reads and rounds on weekends and holidays.
3. Transport special samples to lab as needed and monitor the SCADA system during large fires.

Wastewater Duty Program: Supervised by the Wastewater Supervisor. Comprised of qualified Wastewater Personnel. There will be a maximum of six (6) employees and a minimum of three (3) employees assigned to this Program.

1. **Function:** To provide coverage for the City's wastewater and stormwater systems. As necessary assist Water Distribution, Water Operations, Landfill/Postclosure, and/or Utility Systems Duty Personnel.
2. To respond to sewer related customer complaints, such as odor complaints, sanitary sewer system overflows, sanitary sewer lateral and main stoppages, storm system backups, and flooding.
3. To respond to all other work sections' calls for service as requested (i.e., Streets, Facilities, Parks, Police, and Fire); assist other Duty Program Personnel; road hazards and downed trees; place barriers for Police and Fire Departments; and other Utilities or Utilities-related problems.
4. The Wastewater Duty Person will respond to rollover pages for the Utility Systems Operation.

Utility Systems Duty Program: Supervised by the Utility Systems Supervisor. Comprised of qualified Utility Systems Personnel. There will be a maximum of six (6) employees and a minimum of three (3) employees assigned to this Program.

1. **Function:** To respond to utility alarms from the City's Shortel telephone system, SCADA system, City of Mountain View Communications, and/or the City's contracted alarm company. To provide technical expertise in performing emergency repairs to electrical control systems, mechanical equipment, hydraulic control valves, pump control valves, and various related instruments and

equipment. Assist Water Distribution, Water Operation, Landfill/Postclosure, and Wastewater Duty Personnel, and assist with confined space entry.

2. Respond to utilities system SCADA alarms and perform daily reads and rounds on weekends and holidays.

Postclosure/Landfill Duty Program: Supervised by the Streets and Landfill Closure Manager or Supervisor. Comprised of qualified Postclosure Personnel. There will be a maximum of six (6) and a minimum of three (3) employees assigned to the program.

1. **Function:** To provide for emergency coverage for the City's Flare Station and air compressor stations, landfill gas, and condensate recovery systems. Respond to alarms from SCADA, City of Mountain View Communications, and/or the City's contracted alarm company. To correct the operations of the critical landfill gas and condensate recovery and alarm systems. Log landfill recovery and Flare Station functions/operations. As necessary assist Water Distribution, Water Operations, Utility Systems, and Wastewater Duty Personnel.
2. Respond to SCADA alarms and monitor the SCADA system using a laptop computer on weekends and holidays.

DUTY PROGRAM QUALIFICATIONS

General Qualifications:

- Employees may not receive stand-by pay or work for more than one Duty Program on the same day (or stand-by week). At the discretion of the supervisor, an employee may be asked to participate in two Duty Programs for a mutually agreed duration for critical/emergent short-term circumstances and rotated with qualified personnel.
- If agreed to by SEIU and the City, requirements may be added or revised for individual programs (i.e., reclassification, changes in job description, or changes in Federal or State laws will be reflected in minimum qualifications for the Duty Program).
- **Performance Standards:** Employees assigned to the Duty Program must consistently meet all general employee performance standards and achieve employee objectives as set forth in their performance evaluation. Employees who fall below an acceptable level of performance in their assigned job classification will be subject to disciplinary action as set forth in the City's Personnel Rules and Regulations.

At all times, all Duty Program participants will be expected to:

1. Exercise good judgment as it relates to their profession.
2. Remain respectful and courteous to customers.
3. Read and comprehend utility maps and related schematics or diagrams.
4. Produce accurate and comprehensive reports of activities while on Duty.
5. Complete all Duty Program-related paperwork while on Duty.
6. Understand limits and responsibilities of City to provide appropriate services.
7. Understand easement and property line restrictions and locations as it pertains to the Utilities.
8. Differentiate between City responsibility and other agency or homeowner responsibility (i.e., California Water Service Company versus City water, utility easement/property line cleanout, public right-of-way versus private right-of-way or street).
9. Possess appropriate knowledge of systems operated and maintained in the programs in which participants are assigned.
10. Abide by all Duty Program rules.

Specific Qualifying Requirements:

- **Water Distribution**

Employees must possess a State of California Department of Public Health Grade 2 Water Distribution Certificate with access to an employee who possesses a Grade 3 Water Distribution Certificate. All participants must possess a valid Class B California driver's license and be certified to wear a half-mask respirator. CPR/First-Aid training is required. Qualifying to participate in the Water Distribution Duty Program is at the discretion of the Water Supervisor based upon the individual's certifications and field experience.

- **Water Operations**

Employees must possess a California Department of Public Health Grade 3 Water Distribution Certification and a California Department of Public Health Grade 1

Water Treatment Certification. Must possess a valid Class B California driver's license and be certified to wear a half-mask respirator. CPR/First-Aid training is required. Qualifying to participate in the Water Operations Duty Program is at the discretion of the Water Supervisor based upon the individual's certifications and field experience.

- **Wastewater**

Employees must possess a California Water Environment Association (CWEA) Collection System Maintenance Grade I Certificate and a minimum of one year working on the City of Mountain View's collection system. All participants must possess a valid Class B California driver license with a tanker endorsement. All participants must comply with the respiratory protection program. CPR/First-Aid training is required. Qualifying to participate in the Wastewater Duty Program is at the discretion of the Wastewater Supervisor based upon the individual's certifications and field experience.

- **Utility Systems**

Employees must possess a State of California Department of Public Health Grade 1 Water Distribution Certificate and a Grade I CWEA Collection Systems Certificate. All participants must possess a valid Class C California driver's license and comply with the respiratory protection program. CPR/First-Aid Training is required. Qualifying to participate in the Utility Systems Duty program is at the discretion of the Utility Systems Supervisor based upon the individual's certifications and field experience.

- **Postclosure/Landfill**

All participants must possess experience in postclosure landfill operations and have knowledge of all landfill gas systems to be operated and maintained, flare station operations, emergency response training, and regulatory compliance issues. All participants must possess a Manager of Landfill Operations (MOLO) certificate or Certified Landfill Technical Associate issued by the Solid Waste Association of North America, a valid Class C California driver's license and are required to have Hazwoper training, CPR/First-Aid training, and be compliant with the respiratory program. Qualifying to participate in the Postclosure/Landfill Duty Program is at the discretion of the Streets and Landfill Manager or supervisor based upon the individual's certifications and field experience.

Duty Program Enrollment Process:

To participate in any Duty Program employees must have experience in the specific discipline, possess the required certifications, and receive clearance to participate from the section supervisor.

Certification Test Pay—Duty Program participants are required to possess specific technical certifications. Employees seeking to obtain these certifications may request that the City fund related training and testing expenses to a maximum of three (3) testing occurrences for each required certification or grade. In addition, compensated training and testing will be approved for continuing education by the employee's immediate supervisor with the understanding that the individual employee is responsible for finding the related courses. Every effort will be made to ensure that those training and testing dates occur during normal business hours.

Should unusual circumstances develop related to the minimum number of qualified participants in any Duty Program, the section supervisor or manager shall have the discretion to assign qualified staff to the Duty Programs from within the operational group with the understanding that the supervisor will make every effort to ensure that enough qualified employees are able to participate in the program from that point forward.

Duty Program Schedule:

- There will be a window for employees to sign up for vacant Duty Program slots annually from November 1 to November 30. Qualified employees will be selected by operation seniority. Circumstances may allow for adding staff to the Duty Program outside of the annual signup window by mutual agreement of the current Duty Program participants and the City.

In the event a participant leaves the Duty Program, the City will have the right to replace the participant outside of the November 1 to November 30 window. The City will only fill the position with a participant who is from the same Operation and meets the Specific Qualifying Requirements outlined in the Duty Program Qualifications. The City will not fill the position with a supervisor. The City may replace the participant even if Duty Program staffing is above the minimum, but is not required to do so.

- The City will work with Duty Program participants to ensure a Duty Person does not have a disproportionate number of holidays on his/her schedule (when compared to other Duty Persons) or that the same Duty Person is not scheduled for back-to-back major holidays (Thanksgiving, Christmas, New Years). Further, it is not intended that the same Duty Person work the same holidays each year. The

Duty Person may request a shift change at the annual sign up (A shift with A shift, B shift with B shift).

- The annual Duty Program schedule will be reviewed with Duty Personnel at the beginning of the year. When the schedule is drafted, personnel should do time-trades for known time-off needs on the schedule (i.e., anniversaries, birthdays, and vacations, etc.) to ensure that the calendar is covered and individual personal needs are met.
- Duty Persons may trade entire weeks (as assigned), or can trade any portion of a week (one or more days) with any other Duty Person with supervisor approval. Requests must be submitted in writing to the appropriate supervisor.
- For planned substitutions, both the requesting Duty Person and the substitute Duty Person must complete and sign a City approved form documenting the substitution. The substitute Duty Person will be the responsible party for that scheduled duty.
- For substitutions, planned or unplanned (i.e., illness, family emergency, etc.), the employee who is taking the Duty Program receives the stand-by pay for the time period he/she is the substitute (day/week).
- For emergency situations when a substitute Duty Person is needed the supervisor shall contact eligible Duty Program Personnel to volunteer to work the Duty Program. In the event no volunteers come forward, the supervisor shall retain the right to assign eligible personnel to the Duty Program.
- To the extent possible, alternate operational Duty Personnel will be used for substitutions so they can gain experience.

Leaving the Duty Program:

When a qualified employee joins the Duty Program, it is with the understanding that they will commit to a minimum of one year. If extenuating circumstances occur which requires the employee to leave the Duty Program, then they may do so on a case-by-case basis pending supervisor approval.

Dispatching Appropriate Duty Person:

Many times calls are received of running water on the streets. The dispatcher receiving such a call should ask the following question of the reporting party: Is water coming out of a manhole or out of a storm drain? If the answer is yes, the Wastewater Duty Person should be called out. If it cannot be determined, the Water Duty Person should

be called out. All other nonwater related calls should be given to the Wastewater Duty Person. Duty calls are received by the City of Mountain View Communications ("MV Communications") or Mountain View 3 (MOC Dispatch). Based on the information provided by the reporting party, the dispatcher will contact the appropriate Duty Person.

If unable to reach the on-call Duty Person, MV Communications shall immediately contact the appropriate supervisor. If the supervisor is not available, MV Communications will contact a Duty Person and the supervisor of another utility program, and assign the Duty Person to the call. The reassigned Duty Person will continue to fill in until a replacement can be assigned. MV Communications should continue calling the supervisor until contact is made.

Duty Program Rules

1. Duty Person must have a contact phone number(s) and must be available by a telecommunications device accessible by MV Communications, or on the air—responding to a call—while on duty. He/she is being paid to be immediately available for calls from MV Communications. Handheld radios will be available to the Duty Person.

The Duty Person must be absolutely sure that MV Communications knows how to reach him/her.

The Duty Person must not be working for an outside employer while being paid to be on standby.

2. When a call is received, the Duty Person shall notify MV Communications he/she is in service within fifteen (15) minutes of the call. Response time (in service or on a laptop) to the City should be forty-five (45) minutes; total time elapsed of one hour (60 minutes). In the event the response time cannot be met, the Duty Person shall document within the body of his/her report the reason for the delay.
 - a. **Postclosure/Landfill Duty Program:** In the event the issue cannot be resolved through the use of a laptop computer, the total on-site response time shall be no more than two (2) hours.
 - b. The Duty Person shall be sure to advise MV Communications when he/she is responding to a call, has arrived on scene, has completed each assignment, and when he/she is on-call at home or available by telecommunications device. These calls are recorded and will give the Duty Person backup if there should ever be a dispute in regard to his/her overtime activities.

3. The Duty Person must respond in an approved City uniform.
4. The Duty Person will have the option of using an assigned City vehicle or a personal vehicle for afterhours duty travel. When using a personal vehicle the Duty Person shall receive mileage reimbursement for traveling to and from the MOC and/or job site. It is the employee's responsibility to complete and turn in the City mileage reimbursement form at the end of duty rotation or pay period as applicable. It is expected that the supervisor will review the mileage reimbursement form and resolve any discrepancies at the end of duty rotation or pay period as applicable.
5. The Duty Person who responds to emergency duty calls and works continuously for four (4) or more hours, will be provided a meal at the City's expense. The Duty Person will be eligible for reimbursement up to the maximum of the lunch value in the U.S. General Services Administration Meals and Incidental Expenses (M&IE) table (\$16 as of June 2017), and reimbursement will occur promptly upon presentation of a receipt. A meal and break shall be provided for each additional four (4) hour period the work continues after the meal period ends.
6. The duty truck is a City vehicle and is not to be used by the Duty Person for personal errands.
7. No riders are allowed in the duty truck, including family, fellow City employees, or pets. If an employee normally carpools to work, the pool partners must make other arrangements for transportation during the week an employee is on duty if the employee is using a duty truck to commute to and from work.
8. The Duty Person assigned by the City as stand-by is compensated at the rate of Seventy Dollars (\$70.00) per weekday (Monday-Friday) for the sixteen (16) off-duty hours, or One Hundred Dollars(\$100.00) per weekend day or holiday for the twenty four (24) hours duty each day. Overtime is paid to the nearest fifteen (15) minutes.

a. Call-Outs When Required to Leave the Duty Person's Home

Separate call-outs are measured from the time the Duty Person goes out of service at home, except as provided below. When the Duty Person is out of service and he/she receives a call, he/she receives three (3) hour minimum overtime pay. If the Duty Person receives a second, third, or more calls within the three (3) hour minimum period, the Duty Person receives overtime for actual time spent on the response beyond the three (3) hour initial period and not an additional minimum three (3) hours of overtime, regardless of whether the Duty Person has gone out of service. Any call the Duty Person

receives should be reported separately on his/her overtime sheet (so they can be properly charged out) but will be overtime for actual time spent on the response at overtime rates. If the Duty Person has gone out of service and more than three (3) hours have elapsed since the call that triggered the three (3) hour minimum pay, then the Duty Person is entitled to another three (3) hour minimum.

If the Duty Person receives a call-out prior to the beginning of his/her scheduled start time, he/she is entitled to the three (3) hour minimum pay.

b. Calls When Not Required to Leave Home

Separate calls are measured from the time the Duty Person goes out of service at home, except as provided below. When the Duty Person is out of service at home and receives a call/page before 9:00 p.m. that does not require the Duty Person to leave his/her home, he/she receives stand-by pay only. (The Duty Person has discretion to respond in person if they determine there is a need to assess the situation.) If the Duty Person receives a call/page after 9:00 p.m. that does not require him/her to leave the home, or the Duty Person responds to and resolves a call through the use of the City issued laptop, the Duty Person receives two (2) hour minimum overtime pay. If the Duty Person receives additional calls within the two (2) hour minimum period, he/she receives overtime for actual time spent on the response beyond the original two (2) hour period. Any calls the Duty Person receives should be reported separately so they can be properly charged. If the Duty Person has gone out of service at home and more than two (2) hour has elapsed since the call that triggered the two (2) hour minimum pay, he/she is entitled to another two (2) hour minimum if and when he/she receives another call.

If the Duty Person receives a call that does not require him/her to leave his/her home less than one (1) hour before the beginning of his/her work shift, the Duty Person is entitled to one (1) hour overtime pay.

Nothing herein shall change existing pay practices regarding call-back of employees not on the Duty Program.

9. The Duty Person shall call for assistance when the response is beyond his/her capability to handle. The process for requesting assistance is as follows:

When a call is received, the Duty Person shall respond, investigate, and handle, using proper equipment that is necessary. If assistance is required, the Duty Person shall or MV Communications shall contact the other Duty Person or other qualified staff for assistance. If two (2) or more people are needed to handle the

problem, the Duty Person shall advise MV Communications and then the appropriate supervisor shall be contacted via either Dispatch or the Duty Person and then the Duty Person shall stand by that location if necessary until the supervisor or crew arrives. The Duty Person must be available to handle other emergency responses should they occur. The Duty Person should never leave a situation that is a hazard to public safety.

If the Duty Person is becoming overloaded with urgent or emergency calls, they shall call the other Duty Person or other qualified staff and/or supervisor, if necessary, for assistance. Any staff called to assist must be qualified to address the specific operational need.

10. Finishing/beginning a Duty assignment when the City is closed—Each Duty Program will designate a start time for the Duty Program. At the mutual agreement of the Duty Program participants and the section supervisor, the Duty Program participants shall receive one (1) hour of pay OR three (3) hour minimum callout when transferring the Duty Program assignment. This arrangement shall be agreed to before the transfer of the assignment.
11. Duty Equipment
 - a. Duty Truck: The duty truck is equipped with a basic set of tools that are locked in a utility box. At the change of every duty shift, the oncoming Duty Personnel will perform a vehicle inventory inspection and verify all equipment is accounted for.
 - b. Laptop: It is the responsibility of the Duty Person to verify that any electronics (i.e., laptop) are verified functional at an off-site location minimally at the beginning of his/her period of duty responsibility or more often as necessary. Additionally, the laptop shall be taken home each night that the employee is serving on the duty.
 - c. Report missing or malfunctioning equipment promptly.
12. The duty truck must be cleaned and tools, etc., must be put away daily.
13. Daily, turn in to the Duty Program Supervisor, a Duty Report and daily vehicle condition report. A separate report should be filed for every response and filled out as completely as possible.
14. Daily, overtime sheets should be turned in to the Duty Section Supervisor for review. He/she will check for accuracy and forward them to the Duty Person's

regular supervisor, if applicable, for account numbers and inclusion on the Duty Person's time card.

15. The Duty Person must remember that when on duty, he/she is subject to the same rules of behavior that apply during the working day. These are listed in the Personnel Rules and Regulations. It is critical the employee not be in "possession or under the influence of" alcoholic beverages, or other controlled substances during those times when on duty.
16. The Duty Person on many occasions will have direct contact with the public and should conduct himself/herself in a professional manner. At no time shall the Duty Person argue with the public. The Duty Person shall evaluate the situation, explain his/her role, and perform the appropriate service. If a Duty Person is not sure of a situation, he/she should have MV Communications call the supervisor.
17. Pilot Program: Duty Program participants who live outside of the response time radius defined in "Duty Program Rules" number two (2) will be allowed, when on duty, to park in a designated area within the fenced area of the MOC, a personal vehicle designed to be used for sleeping.
 - Employees wishing to participate in this pilot program must notify his/her supervisor on the workday preceding duty rotation.
 - Employees eligible for this pilot program will have access to the showers and gym only, no other areas of the MOC will be accessible.
 - At the end of the duty week, the employee is not eligible to park his/her personal vehicle at the MOC for purposes of overnight stay.
 - Non-City employees, including family members, are not allowed on City property after regular business hours. Pets are not allowed on City property.
 - The provisions of this rule will be revisited after one (1) year of implementation for evaluation.
 - The City retains the right to eliminate or modify the pilot program at any time.
 - Employees eligible for this pilot program must abide by all other Duty Program Rules.

APPENDIX D
CITY RECLASSIFICATION PROCESS PROCEDURE OUTLINE

Responsible Department	Step
Department	Submit reclassification request to Human Resources.
Human Resources	Reviews requests; contacts departments with follow-up questions; sends position analysis questionnaire to department (see attached).
Department	Completes job analysis questionnaire and returns to Human Resources.
Human Resources	Reviews job analysis questionnaire and classification specification.
Human Resources	Sets up and conducts interview(s) with affected employee/others as analyst deems necessary.
Human Resources	Performs desk audit/observation of employee at work.
Human Resources	Meets with supervisor/Department Head for clarifying information, if necessary.
Human Resources	Discusses preliminary recommendation with Human Resources Director.
Human Resources	Contacts Department Head and advises of preliminary recommendation; allows final opportunity for new information not already considered.
Human Resources	Writes draft analysis/recommendation for Human Resources Director's review.
Human Resources	Sends final recommendation (with a copy to the Department Head) to the City Manager for review and comments.
Department	If disagrees with recommendation, may prepare memo in writing (cc to employee).

APPENDIX E

SUMMARY OF GRIEVANCE PROCEDURE TIME REQUIREMENTS

** All Days are Calendar Days*

Informal Grievance – Step 1

Employee/Union to Discuss with Supervisor	20 days
Supervisor response to Employee/Union	20 days

Formal Grievance – Step 2

Employee/Union to file with Department Head	20 days
Department Head response to Employee/Union	20 days

Formal Grievance – Step 3

Employee/Union to file with Human Resources	20 days
Human Resources response to Employee/Union	20 days

Formal Appeal or Binding Arbitration – Filing

Employee/Union to file with Human Resources	20 days
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Arbitration Procedures Following Receipt of Request for Arbitration under Section 21.6

Union to file request that the contract language dispute is referred to an impartial arbitrator	20 days
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Formal Appeal Procedures Following Receipt of Appeal

Appointment of Appeals Board Members

City Manager or Human Resources and Employee	20 days
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Appeal Hearing

Within 25 days after naming of Appeals Board

Appeals Board Recommendation to City Manager

Within 15 days after Appeal Hearing

City Manager Issues Final Written Decision

Within 15 days following receipt of Appeals Board Recommendation